

**Settlement Agreement**

**Between**

**the United States**

**and**

**Adams 12 Five Star Schools**

## **PURPOSE**

Adams 12 Five Star Schools (“the District”) agrees to the terms of this Settlement Agreement (“Agreement”) and to comply fully with its provisions to address and resolve the noncompliance issues raised by the United States Department of Justice (“United States”) regarding the District’s legal obligations under Section 1703(f) of the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1703(f) (“EEOA”).

The District has chosen to educate its English Learner students (“ELs”) through one EL program that consists of two core elements: (1) a minimum of 45 minutes of English Language Development (“ELD”) instruction per day, as the primary method for acquiring English; and (2) mandatory sheltered instruction in core content classes, as the primary method for rendering this content accessible to EL students.

After conducting a thorough review of the District’s EL program, the United States notified the District on April 10, 2018, that the United States has identified conditions that violate Section 1703(f) of the EEOA. Specifically, the United States identified that the District: (1) did not provide ELD to almost two hundred ELs; (2) placed hundreds of ELs in ELD classes with unqualified teachers; (3) has not adequately trained its ELD teachers on its ELD curriculum and how to group ELs for ELD; (4) has not provided sufficient training to teachers responsible for providing the sheltered content part of its EL program; and (5) has yet to ensure that principals are adequately trained to evaluate teachers of sheltered content instruction and ELD and actually perform such evaluations. The District disputes various aspects of the foregoing findings, but acknowledges the necessity of and has demonstrated institutional commitment to continuous improvement in its EL educational programming.

The parties undertake this Agreement as a means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy. The District agrees to implement the remedial measures enumerated in this Agreement but admits to no violations of the EEOA by entering into this Agreement or otherwise. To the extent the District has already started undertaking measures to rectify some of the issues raised by the United States, this Agreement memorializes those remedial measures. The Agreement will be in effect from the date of both parties’ signatures below. This Agreement will remain in effect until August 31, 2021, subject to the terms of Paragraphs 25-32 below.

The District representatives, by signing this document, give assurances that they have the authority to bind the District, including successor administrations and members of the District's School Board, for the Agreement's duration.

### **DEFINITIONS**

- **English Learners or ELs** are students who require assistance to overcome language barriers that impede their equal participation in the District's instructional programs.
- **English Language Development or ELD** is direct, explicit instruction about the English language that provides a systematic and developmentally appropriate approach to teaching language. English Language Development instruction addresses listening, speaking, reading, and writing standards as contained in Colorado Department of Education ("CDE") guidelines.<sup>1</sup>
- **English Language Proficiency** refers to a student's ability to read, write, speak, and understand the English language as determined by the student's scores on a valid and reliable English language proficiency assessment of each of the four language domains of speaking, listening, reading, and writing. References to "English Language Proficiency levels" in this Agreement refer to the Overall performance levels of 1-6 on the WIDA assessments.<sup>2</sup>
- **CLDE Endorsement** refers to an endorsement in culturally and linguistically diverse education that the Colorado Department of Education awards educators who successfully complete a Colorado State Board of Education-approved CLDE program or twenty-four semester hours of training and coursework in English Language Development and Sheltered Content Instruction from a regionally accredited college or university. The Colorado Department of Education also accepts the prior endorsement, the Linguistically Diverse Education ("LDE") endorsement, or other states' equivalent certification or endorsement.
- **Core Content Teachers** refers to elementary and secondary teachers of English/language arts, math, science, and social studies.
- **Former EL** refers to a student who was formerly an EL but subsequently met valid and reliable criteria for exiting the EL program, including demonstrating proficiency on a valid and reliable assessment of English Language Proficiency in all four language domains (reading, writing, speaking, and listening).
- **Waiver EL** refers to an EL student whose parents opted out of some or all of the District's instructional services for ELs by signing a voluntary and informed waiver of such services in a language they understand.

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<sup>1</sup> To the extent the District relies on state laws or guidance for its commitments in this Agreement, they are referenced here where appropriate. Colorado has adopted the World-Class Instructional Design and Assessment ("WIDA") English Language Development Standards.

<sup>2</sup> Using WIDA assessment Overall levels of 1-6, the District assigns each student the following Colorado-specific levels shown in parentheses: Level 1 Entering (NEP 1), Level 2 Emerging (NEP 2), Level 3 Developing (LEP 3), Level 4 Expanding (LEP 4), Level 5 Bridging (Monitoring Year 1), and Level 6 (Exited; Monitoring Year 2).

- **Long-term EL** refers to a current EL student who has not attained English language proficiency within five years of initial classification as an EL and first enrollment in the District or another local education agency (i.e., has been an EL for six years or more, but has yet to meet valid and reliable criteria for redesignation to Monitoring Year 1 status, including demonstrating proficiency on a valid and reliable assessment of English Language Proficiency in all four language domains of reading, writing, speaking, and listening).
- **Newcomer EL** refers to EL students who have little to no English proficiency and arrived to the United States within the last two years. Newcomer ELs may include ELs whose formal education has been limited or interrupted, and who may have limited literacy in both their native language(s) and English.
- **Sheltered Content Instruction** refers to the District’s method for teaching ELs grade-level core content (i.e., English/language arts, math, science, and social studies) in English by integrating English language and literacy development into content area instruction. Sheltered Content Instruction systematically incorporates an array of teaching strategies that make core content classes more comprehensible and accessible to ELs while promoting their English language development, such as: scaffolding; differentiating instruction for ELs; grouping ELs by English Language Proficiency level; using adapted materials, texts, and visual displays; cooperative learning and group work; offering primary language support; and providing clarification.

#### GENERAL REQUIREMENTS

1. The District will take “appropriate action to overcome language barriers that impede equal participation” by ELs in its instructional programs. 20 U.S.C. § 1703(f).

#### SPECIFIC REQUIREMENTS

##### PROVISION OF EL SERVICES AND ACCESS TO THE CORE CURRICULUM

2. The District will provide all EL students, including ELs with disabilities, with at least 45 minutes of daily ELD instruction taught by a CLDE-endorsed<sup>3</sup> teacher and Sheltered Content Instruction in all core content classes (English/language arts, math, science, and social studies), unless the EL student’s parent makes a voluntary and informed decision in writing to waive such services or enrolls their child in the Alternative ELD Program Services.<sup>4</sup> The District will monitor the academic progress of each waiver EL to assess his/her ability to participate meaningfully in the regular education program without EL services. When a

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<sup>3</sup> Throughout this Agreement, all references to “CLDE-endorsed teacher” shall include those teachers who are “on-track” for CLDE endorsement as defined in Paragraph 11.

<sup>4</sup> Waiver ELs remain entitled to all appropriate EL accommodations on classroom and standardized assessments and may not opt out of the annual English Language Proficiency assessment.

waiver EL is not progressing as expected, the District will inform the student's parents in the language they understand and recommend EL services. Consistent with District policy, the District will obtain new voluntary, signed waivers for each school year, and the parent has the right to revoke the waiver at any time. On Early Release Days ("ERDs"), the District has an abbreviated schedule for all students in all content areas to allow for site-based professional learning. The District will ensure that an equitable ratio of time is consistent between ELD and other content areas on ERDs. Further, Kindergarteners who attend daily half-day programs do not receive a full 45 minutes of ELD but rather receive 30 minutes of ELD a day as an equitable ratio of ELD.

3. By the start of the 2019-2020 school year, the District agrees to provide a variety of options for supporting newcomer ELs and other ELs with English Language Proficiency level 1, including an additional period of ELD where practicable. The District also agrees to provide additional ELD to level 2 and long-term ELs, as appropriate, which may include a double period of ELD or additional minutes of ELD beyond the 45 minute baseline.
4. The District agrees that ELD is a core subject for ELs and, by no later than January 1, 2019 at the elementary level and August 1, 2019 at the secondary level, the District will provide ELD in addition to other core subjects, except that the District may provide ELD through the core literacy class only for ELs with English Language Proficiency levels of 4 or 5 if the class is (a) taught by an CLDE-endorsed teacher who is also certified in English Language Arts or (b) co-taught by an CLDE-endorsed teacher and a teacher certified in English Language Arts who have co-planning time together, and the CLDE-endorsed teacher provides the ELs explicit ELD. By no later than January 1, 2019 at the elementary level and August 1, 2019 at the secondary level, the District will group ELs for ELD by (a) their English Language Proficiency level within a single grade or vertically across grades (limited to two consecutive grades at the elementary level) or (b) two comparable, consecutive English Language Proficiency levels within a single grade. In District schools with low numbers of ELs where grouping ELs for ELD under options (a) and (b) results in fewer than 10 ELs in one or more ELD groups, then those ELD groups may include two comparable, consecutive English Language Proficiency levels and two consecutive grades (e.g., level 1 and 2 ELs in grades K and 1 or level 3 and 4 ELs in grades 4 and 5).

5. Consistent with its EL Program and to ensure meaningful access to the core curriculum, the District will provide all ELs with Sheltered Content Instruction in English/language arts, math, science, and social studies classes where instruction is primarily in English and teachers use sheltered content techniques (such as the Sheltered Instruction Observation Protocol (“SIOP”), grouping ELs by English Language Proficiency level, adapted materials and texts, visual displays, cooperative learning and group work, primary language support, and clarification) to make lessons understandable to ELs.
6. So that teachers know which students need language assistance, all current and former ELs will have their overall English Language Proficiency level and status (e.g., Active, Waiver, Monitored, and Former) noted on all class rosters. The District agrees to monitor class rosters at least once each semester to ensure that all ELs receive ELD and Sheltered Content Instruction as described in this Agreement. If the District learns that an EL is not receiving EL services consistent with this Agreement, the District will take reasonable steps to ensure that the EL receives appropriate services consistent with this Agreement within 10 school days.
7. While the District may supplement ELD and Sheltered Content Instruction with additional assistance, including but not limited to native language classes, push-in or other targeted support provided by a bilingual paraprofessional or tutor, academic monitoring, remedial literacy programming, including Leveled Literacy Instruction, compensatory services, or other interventions (e.g., tiered support through Response to Intervention, Title I literacy, etc.), these services will not pre-empt or substitute for ELD or Sheltered Content Instruction, and do not fulfill the service requirements in Paragraphs 2, 3, 4, and 5.
8. All provisions of this Agreement apply equally to ELs with disabilities. No EL with a disability will be denied ELD solely due to the nature or severity of the student’s disability; nor will that student be denied special education services due to his/her EL status.<sup>5</sup> The District will notify parents of ELs with disabilities in writing in a language they understand that their child is entitled to both ELD and special education services.

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<sup>5</sup> The District will provide ELs with disabilities at least 45 minutes of ELD with a CLDE-endorsed teacher unless the District receives a valid waiver from parents or, in rare cases, a student’s Individualized Education Program (“IEP”) team, following consultation with the District’s Dual Consult team which shall include a CLDE teacher, who determines and documents in the student’s IEP that the student’s disability is so severe that it would be unreasonable to expect that the student will ever be capable of using or understanding language. If that is the case, the IEP team will submit a written request to the District EL Department, and if the District approves the request, the District will inform the student’s parent(s) in writing and in person, using qualified interpreters and translators, in a language they understand. Any approval will be revisited at least annually by the Dual Consult and IEP teams.

### **STAFFING AND PROFESSIONAL DEVELOPMENT**

9. The District will actively recruit CLDE-endorsed, sheltered-instruction-trained, and bilingual candidates for relevant teaching (including long-term substitute) and administrator positions. The District's notices regarding vacancies will express a preference for candidates with CLDE endorsements. District employees responsible for the recruitment and hiring of teachers, administrators, and special education personnel will meet annually to discuss ways to improve the recruitment, hiring, and assignment of applicants with a CLDE endorsement.
10. By the start of the 2019-2020 school year, to the extent the District has not already done so, the District will use best efforts to employ a sufficient number of CLDE-endorsed teachers to provide ELD instruction consistent with this Agreement, including those who complete the CLDE endorsement program through the BUENO Center. Thereafter, the District will make necessary adjustments to allocations of CLDE-endorsed teachers based on changes to the numbers of ELs at its schools.
11. The District will ensure that teachers of ELD and Sheltered Content Instruction are adequately trained to provide those services to ELs. Consistent with District policy, all ELD instruction will be provided by a CLDE-endorsed teacher or one who is "on track" to complete the state add-on CLDE endorsement. "On track" means that any newly hired teacher assigned to teach one or more periods of ELD who lacks the CLDE endorsement will obtain it within two years of their hire and any current teachers of ELD who lack it will obtain it by the end of the 2018-2019 school year, to the extent not already obtained. All Sheltered Content Instruction will be provided by one of the following options: (1) a teacher dually endorsed in CLDE and the content area; (2) a CLDE-endorsed teacher co-teaching with a content-certified teacher; or (3) a content-certified teacher who has completed the training outlined in Paragraph 12 or is "on track" to complete that training within three years per Paragraph 13.
12. By October 15, 2018, the District will develop and provide to the United States for review and approval a professional development plan for the 2018-2019 through 2020-2021 school years that, over the course of this Agreement, will provide all core content teachers who do not possess a CLDE endorsement with adequate training on effective strategies for teaching ELs and promoting their English language development in all four language domains. By November 15, 2018, the United States will (a) inform the District if its professional

development plan is approved or (b) provide feedback to the District regarding how to revise the professional development plan to obtain approval, and if (b) applies, the District will submit a revised plan to the United States by November 30, with the United States notifying the District of whether the revised plan is approved by December 12, 2018. The District will provide to the United States for review and approval the materials for all training in the plan for the 2018-2019 school year by November 1, 2018, the materials for all training in the plan for the 2019-2020 school year by February 8, 2019, and the materials for all training in the plan for the 2020-2021 school year by April 1, 2019. Within 30 days of receiving the District's training materials for the 2018-2019 school year and within 60 days of receiving the District's training materials for the 2019-2020 and 2020-2021 school years, the United States will (a) inform the District if its materials are approved or (b) provide feedback to the District regarding how to revise the training materials to obtain approval. The District will have 30 days to respond to the feedback with revised materials for the United States' review and approval, and within 30 days of receiving the revised materials, the United States will notify the District if its materials are approved (except that the days of December 22, 2018 through January 1, 2019 will not count toward either party's 30-day deadline or any other deadline under this Agreement that may fall in January 2019, other than deadlines expressly set as January 1, 2019). The United States shall not unreasonably deny approval of the professional development plan or the training materials. If the United States denies approval of the plan and/or training materials because they are inadequate under this Agreement or the EEOA, the provisions of Paragraph 29 of this Agreement will apply.

- a. To ensure existing core content teachers have adequate training on sheltering content for ELs, the District will require all core content teachers who have completed the District's Sheltered Content Instruction training under the 2010 Agreement between the parties and who do not possess a CLDE endorsement to participate in at least 15 hours of in-person professional development on effective EL teaching strategies. This professional development will include, at a minimum 9 hours of direct CLDE-endorsed instructor-led training on effective sheltering strategies over a two-year period and at least 6 hours of job-embedded professional development (e.g., observation and coaching from a CLDE-endorsed administrator or instructional coach, CLDE-endorsed facilitator-led sheltered instruction lesson planning, facilitated lesson

debriefing, and facilitated opportunities to look at student work based on application of sheltering strategies), including at least 2 hours of in-class support on using those strategies each of those two years. The District will prioritize this training in school-based teams in order to maximize the application of the learning to classroom practice and will phase in the training for these existing core content teachers who do not possess a CLDE endorsement and who completed the training under the 2010 Agreement by school priority as outlined in sections (i) and (ii) below:

- i. teachers in schools with 2018 ACCESS growth data below the 50th percentile (14 schools) will complete 7.5 hours by the end of SY 2018-2019 and an additional 7.5 hours by the end of SY 2019-2020;
  - ii. teachers in all other schools with 2018 ACCESS growth data at or above the 50th percentile will complete 15 hours by the end of SY 2020-2021 and be “on track” by completing at least the first 7.5 hours by semester one of SY 2019-2020.
- b. The District’s professional development plan will provide all core content teachers who do not possess a CLDE endorsement and have not completed the training under the 2010 Agreement (including teachers hired before and after the start of SY 2016-2017) with at least 15 hours of professional development training annually beginning in SY 2018-2019, including: 10 hours of in-person, instructor-led professional development on effective EL teaching strategies and at least 5 hours of job-embedded professional development, including at least 3 hours of in-classroom support on using those strategies each year.<sup>6</sup>
- c. The professional development required by Paragraphs 12(a)-(b) above will (i) be provided by an instructor, EL coordinator, or instructional coach who is CLDE-endorsed and has at least 3 years of experience in sheltering instruction for ELs, (ii) give teachers practical instructional strategies appropriate for planning, delivering, and adapting content for ELs within the context of standards-based lesson planning, instruction, and assessment, and (iii) provide sufficient opportunities for modeling, practicing, and receiving feedback regarding such strategies.

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<sup>6</sup> Parts 1 and 2 of the District’s Sheltering Content Instruction training implemented in 2017 and 2018 will count towards the annual 10 hours of in-person instructor-led professional development requirement.

13. By the start of the 2019-2020 school year, the District will require enough core content teachers who are subject to Paragraph 12 to have completed or be “on track” to complete the training outlined in Paragraph 12 to be able to comply with Paragraphs 5 and 11, in combination with those core content teachers who do possess a CLDE endorsement. Being “on track” to complete the training for the teachers subject to Paragraph 12(b) above means completing 10 hours of professional development on EL teaching strategies and 5 hours of job-embedded professional development, including at least 3 hours of in-classroom support on using those strategies per year so that 45 hours is completed within three years. Being “on track” to complete the training for teachers subject to Paragraph 12(a) above means meeting the deadlines in Paragraphs 12(a)(i) and 12(a)(ii) depending on their assigned school.
14. To secure enough teachers who can provide the Sheltered Content Instruction and ELD required by this Agreement, the District will require all core content teachers who are new to the District and not CLDE-endorsed to get their CLDE endorsement or to complete the training required by Paragraph 12 within three years of their hire.
15. To ensure all teachers who do not possess a CLDE endorsement receive support on sheltering content for ELs, the District will offer supplemental ongoing professional development hours on sheltering techniques, in addition to the professional development plan referenced in Paragraph 12. The District shall submit such supplemental professional development plans to the United States in a timely manner for feedback and approval. The United States shall provide feedback to the District regarding the professional development plans and any associated training materials within 30 days of receipt. The District will have 30 days to respond to the feedback with revised materials for the United States’ review and approval, which shall not unreasonably be denied. If the United States approves the training materials for these professional development hours, then new and existing core content teachers can apply these hours toward fulfilling the requirements outlined in Paragraph 12(a)-(b) and toward the CDE’s 45-hour teacher re-licensure requirement. The District will also explore partnerships with higher education institutions to provide low-cost, on-site pathways to a CLDE endorsement as teachers consider and determine how to meet the CDE’s 45-hour re-licensure requirement. The District will track and monitor teachers’ progress toward this 45-hour requirement and the requirements in Paragraph 12 above.

16. The District will continue to require full-day, quarterly professional development for ELD teachers and ensure that this training covers how to group ELs for ELD consistent with Paragraph 4 above and how to implement the ELD curricula, including the ELD units of study.
17. The District will finalize the K-12 ELD curriculum by October 15, 2018. Within 90 days of the Agreement, the District will develop and implement training on the ELD curriculum for all new ELD teachers that includes at least two hours of job-embedded professional development. The District will incorporate additional training on the K-12 ELD curriculum and materials into the quarterly professional development days for ELD teachers.
18. The District will develop a classroom walkthrough teacher feedback tool for use by administrators and instructional coaches in all schools to evaluate the implementation of ELD and Sheltered Content Instruction in core content classes. The District will provide its proposed classroom walkthrough teacher feedback tool to the United States within 90 days of the Agreement's effective date; the United States will provide its feedback to the District within 60 days. Administrators, instructional coaches, or District CLDE-endorsed staff will use this tool to observe and give feedback to at least one-third of all core content teachers in each District school every quarter.
19. The District will provide principals annual training regarding their responsibilities under this Agreement. The District will adequately train all principals and instructional coaches who evaluate teachers of ELD or Sheltered Content Instruction on how to identify ELD strategies, sheltering techniques, and the WIDA standards in classroom instruction and how to use the walkthrough tool described in Paragraph 18 to provide constructive feedback to teachers during and after classroom walkthroughs. The District will submit these training materials for the United States' review within 90 days of the Agreement's effective date; the United States will provide feedback to the District within 60 days.
20. By October 15 of the 2018-2019 school year and annually thereafter, the District will provide the EL Director with training necessary to oversee the implementation of this Agreement.

#### **PROGRAM MONITORING AND EVALUATION**

21. The District will monitor the EL services and English Language Proficiency progress of current ELs and the academic performance of current and former ELs through its electronic student information system(s). To facilitate its monitoring of current and former ELs, the District will

maintain the following information electronically and in hard copy in each student's permanent educational record: the home language survey and the EL's initial and annual English Language Proficiency assessment scores in all domains. To permit evaluations of its EL programs over time, the District will maintain in its student database the following data in separate fields: all English Language Proficiency assessment scores, including the initial screener and annual assessment scores; standardized test scores; retention, drop out, and graduation data; whether the student is a long-term EL, a waiver EL, a former EL, or a newcomer EL; and the year that the student was designated as an EL.

22. Within 60 days of this Agreement, the District will identify all enrolled long-term ELs, including using its best efforts to identify such students who have attended school outside of the District during that time, and offer additional language supports to the parents of these students. Within 120 days of this Agreement, the District will provide additional language supports to the long-term ELs whose parents have accepted such supports. The District will report the students by ID number, number of years as an EL, and additional supports provided to the United States within 150 days of this Agreement.
23. The District will use valid and reliable criteria for exiting ELs from EL programs and EL status, including a grade-appropriate valid and reliable assessment of the student's English Language Proficiency in each of the four language domains. The District will monitor the academic performance of former ELs twice a year, for two years, by reviewing their standardized test scores, composite and domain scores on the English Language Proficiency test at the time of exit, and progress reports for grades, attendance, preparation, and behavior to determine if the student needs any academic support services (e.g., tutoring) or needs to be retested for possible reentry into the EL Program. If a former EL student fails to make academic progress and if the CLDE-endorsed teacher, administrator, and core content teachers determine that this failure may be due to a lack of English proficiency, the District will notify the student's parents and offer EL services and provide the student with the services that the parents accepts. Each school will send its monitoring reports to the District's EL Department.
24. The District will evaluate the effectiveness of its EL program district-wide to determine whether it is overcoming language barriers within a reasonable period of time and enabling students to participate meaningfully and equally in its educational programs. To that end, the District agrees to conduct a three-year longitudinal cohort analysis of its EL program at the

elementary, middle, and high school levels by disaggregating and monitoring the following data by current, former, and never ELs: standardized test scores, English Language Proficiency assessments, re-designation and exit rates, dropout rates, graduation rates, retention-in-grade rates, and enrollment in special education and enrichment programs (e.g., gifted, honors, and Advanced Placement classes). In conducting the analysis, the District will track a cohort of ELs who were enrolled in kindergarten, third grade, sixth grade, and ninth grade in SY 2017-2018 and who remain enrolled in the District over the term of this Agreement. The District will use the results of its longitudinal analysis to inform and ensure that its EL program is effective.

### **REPORTING**

25. The District will provide to the United States bi-annual reports in electronic format detailing its efforts to comply with this Agreement. By October 15, the District will provide the information described in Paragraph 25(A) for the current school year. By July 1, the District will provide the information described in Paragraphs 25(B) and 25(C) for the school year that just ended. If any of the information required for the bi-annual reports in a particular school year is available in a document that the District already has prepared to comply with federal or state laws or regulations, the District may include the document in its reports and indicate the section of the report to which the document applies.

#### *A. Provision of EL Services and Access to the Core Curriculum.*

1. For each individual EL student: local student ID number; school; grade level; English Language Proficiency level; language background (i.e., primary or home language(s) on the home language survey); EL status (i.e., Active, Waiver,<sup>7</sup> Monitored, Former); amount of ELD instruction per day; name of ELD Teacher(s); whether ELD Teacher(s) is CLDE-endorsed (Y or N); whether the ELD teacher is “on track” to complete the endorsement per Paragraph 11 (Y or N); the subject of each Sheltered Content Instruction class; name of the teacher of each Sheltered Content Instruction class; and whether the Sheltered Content Instruction teacher is CLDE-endorsed, has completed the training required by Paragraph 12, or is “on

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<sup>7</sup> Beginning with the October 15, 2019 report, the District will separately report ELs who waive all EL services and those who waive only ELD.

track” to complete it per Paragraph 13; number of years identified as EL; reentry date into the EL program (if applicable); special education (Y or N); primary disability; gifted and talented (Y or N); newcomer (Y or N); and long-term EL (Y or N).

2. For each school, the number of ELs in total and by English Language Proficiency level who:
  - a. are enrolled in the school;
  - b. are not receiving any ELD and are not waiver ELs;
  - c. are not receiving a *daily* period of ELD and are not waiver ELs;
  - d. are not grouped for ELD in accordance with the requirements of Paragraph 4;
  - e. are not receiving ELD instruction from an CLDE-endorsed teacher;
  - f. are receiving ELD instruction from a teacher who is not on track to complete the CLDE endorsement per Paragraph 11;
  - g. are not receiving Sheltered Content Instruction from a CLDE-endorsed teacher, a teacher who has completed the training required by Paragraph 12, or is “on track” to complete it per Paragraph 13.

**B. *Staffing and Professional Development.***

1. A report that includes the name of each ELD teacher and long-term substitute for ELD, their school assignment(s), hiring date, whether the teacher has or is “on track” to earn the CLDE endorsement, and the anticipated date by which the teacher is expected to earn the CLDE endorsement (if applicable). The District also will report this information for any core content teacher who has the CLDE endorsement or is on track to earn it. The District will note any assignment changes, new hires, or departures since the prior report.
2. A Sheltered Content Instruction professional development report that includes, for each school, the teachers, by name, subject, and date of hire, who have started, completed, or are “on track” to complete by the end of the school year the Sheltered Content Instruction professional development required by Paragraph 12.
3. A principal and instructional coach training report that includes sign-in sheets, dates, agendas, and training materials for the training discussed in Paragraph 19.

4. The District's professional development plans for the upcoming school year related to the implementation of this Agreement (e.g., Sheltered Content Instruction training for teachers, principal training), including each training's date, title, target audience, hours, mandatory/voluntary status, and facilitator. The United States will review these plans and provide the District with any feedback within 60 days.

C. *Monitoring & Program Evaluation.*

1. A list of all former EL students who have exited the District's EL Program and are under monitoring. For each student: student ID; school; number of years in the EL Program; English Language Proficiency assessment scores (composite and domain scores); and exit date.
  2. A list of all former EL students who have been re-entered into EL status per Paragraph 23 by: student ID; school; all English Language Proficiency assessment scores; exit date; re-entry date; and the type and amount of ELD and/or other EL services provided.
  3. The District will complete the longitudinal study described in Paragraph 24 by the end of the 2020-2021 school year and provide the results of that study to the United States by July 1, 2021.
26. The District will notify the United States of all proposed substantive changes or additions to its EL Programs and practices covered by this Agreement, including those proposed changes based on the results of the longitudinal study. If the United States objects to the proposed change or addition, the United States will notify the District in writing within 60 days.

**ENFORCEMENT**

27. For the duration of this Agreement, the District will preserve and maintain all records and documents, including all electronically stored information, used to compile the above-referenced reports, and all other documents pertinent to its compliance with the Agreement, and will provide such information to the United States upon request.
28. The District 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 for purposes of monitoring this Agreement, the United States, through its representatives and any consultant or expert it may retain, has the right, with at least 30 days advance notice, to conduct site visits, interview staff and students, and request such additional reports, information, or

data as are necessary for the United States to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the EEOA. The District will honor any such requests by making the requested reports, information, or data available to the United States for its review within 30 days. The United States also may speak directly, without District counsel, with District employees who are not administrators and have questions, concerns, or other information to raise with the United States regarding the District's obligations under the EEOA and this Agreement. Twice a year in the fall and the spring, the parties will participate in a telephonic conference to discuss compliance concerns and to work cooperatively to address those concerns. Notwithstanding the foregoing, the United States shall promptly notify the District of any concerns that the District or any of its administrators or staff are engaging in any bad faith or willful violations of the Agreement or other EEOA provisions.

29. The District understands and acknowledges that, in the event of a material breach by the District of this Agreement, the United States may initiate judicial proceedings to enforce the EEOA and the specific commitments and obligations of the District under this Agreement, provided, however, that the parties agree first to negotiate in a good faith effort to resolve the breach for 30 days or until an impasse is reached. The United States shall notify the District within 30 days following the United States' conclusion that the District is in material breach of this Agreement, and specify the basis for such conclusion. This notification will trigger the negotiation requirement in this Paragraph. In the event the parties are unable to negotiate a resolution within 30 days, the parties may agree to engage in a non-binding alternative dispute resolution process ("ADR"). If the parties agree to an ADR process, (a) the parties shall schedule a session with an independent mediator, at the earliest convenience of the parties and the mediator, not to exceed forty-five (45) days, to resolve the disagreement; (b) the parties will jointly choose the mediator and will divide evenly the costs of the services of the mediator; and (c) each party will pay its own attorney fees and costs incurred as a result of the mediation. Any mediator decision shall be non-binding, and all communications among the parties and the mediator will be confidential and inadmissible in any court proceeding.
30. If any part of this Agreement is for any reason held to be invalid, unlawful, or otherwise unenforceable by a court of competent jurisdiction, such decision will not affect the validity of any other part of the Agreement. The District and United States will meet within 15 days after

a court's decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.

31. This Agreement will be binding upon the successor members of the Adams 12 Five Star School Board and successor District Superintendents. The District understands and acknowledges that this Agreement does not relieve the District from its other obligations under the EEOA or other federal laws. Consistent with its responsibility to enforce the EEOA, the United States retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any future alleged violations of the EEOA by the District.
32. This Agreement will remain in effect until 60 days after the District submits its complete report due on July 1, 2021 per Paragraph 25, which is anticipated to be August 31, 2021. The parties may, upon mutual written agreement, amend this Agreement to address changed circumstances and/or to improve the delivery of services to ELs.

The following signatures indicate the consent of the parties to the terms of this Agreement, which is effective upon its mutual execution.

**For the United States**

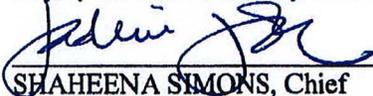
ROBERT C. TROYER  
United States Attorney  
District of Colorado

 10/31/18  
\_\_\_\_\_  
ZEYEN J. WU Date

Assistant United States Attorney  
1801 California Street, Suite 1600  
Denver, Colorado 80202  
Telephone: (303) 454-0100  
Fax: (303) 454-0404  
zeyen.wu@usdoj.gov

JOHN M. GORE  
Acting Assistant Attorney General

DONALD R. LIVINGSTON  
Deputy Assistant Attorney General

 10/2/2018  
\_\_\_\_\_  
SHAHEENA SIMONS, Chief Date

EMILY MCCARTHY, Deputy Chief  
JADINE JOHNSON, Trial Attorney  
Educational Opportunities Section  
Civil Rights Division  
United States Department of Justice  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
Telephone: (202) 305-9001  
jadine.johnson@usdoj.gov

*Attorneys for the United States*

For the Adams 12 Five Star Schools:

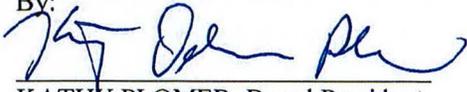


CHRIS GDOWSKI, Superintendent  
Adams 12 Five Star Schools  
1500 E. 128<sup>th</sup> Avenue  
Thornton, CO 80241-2602  
Telephone: (720) 972-4000

Date: October 2, 2018

Adams 12 Five Star Schools Board of Education  
1500 E. 128<sup>th</sup> Avenue  
Thornton, CO 80241-2602  
Telephone: (720) 972-4000

By:



KATHY PLOMER, Board President