

Settlement Agreement
Between
the United States
and
Westminster Public Schools

PURPOSE

This Settlement Agreement (the “Agreement”) is made between Westminster Public Schools (the “District”) and the United States Department of Justice (“DOJ”) (collectively the “Parties”). The District has chosen to educate its English Language Learner students (“ELLs”) through its Culturally and Linguistically Diverse Education (“CLDE”) Program. The DOJ has alleged that the District is not in compliance with Section 1703(f) of the Equal Educational Opportunities Act of 1974, 20 U.S.C. §§ 1701 et seq. (“EEOA”) in several ways identified in DOJ’s January 18, 2017 notice letter to the District. The District disputes the DOJ’s allegations and denies that it has in any way failed to comply with its obligations under Section 1703(f). The Parties seek to amicably resolve all allegations and undertake this Agreement as a means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy.

NOW THEREFORE, in consideration of the foregoing and of the terms and conditions set forth below, the Parties agree as follows:¹

DEFINITIONS

- **English Language Learners** are students who require assistance to overcome language barriers that impede their equal participation in the District’s instructional programs.
- **FEP** refers to a former ELL who is Fluent English Proficient. A FEP met the criteria for exiting the CLDE Program based on a valid and reliable assessment of the student’s English language proficiency level in each of the four language domains. A FEP may also be referred to as an Exited ELL.
- **English language proficiency** refers to a student’s ability to read, write, speak, and understand the English language as determined by his/her scores on a valid and reliable English language proficiency assessment of each of the four language domains of speaking, listening, reading, and writing.
- **English Language Development** is direct, explicit instruction about the English language that provides a systematic and developmentally appropriate approach to teaching language.

¹ The District representative, by signing this document, gives assurances that he has the authority to bind the District, including successor administrators and members of the Westminster Public Schools School Board, for the Agreement’s duration.

English Language Development instruction addresses listening, speaking, reading, and writing standards as contained in Colorado Department of Education (“CDE”) guidelines.²

- **CLDE Program** refers to Culturally and Linguistically Diverse Education and is the name of the District’s chosen program for ELLs. The District’s CLDE Program includes English Language Development (defined above) instruction and access to core content through Sheltered Content Instruction (defined below).
- **CLD Specialist** refers to a teacher who provides English Language Development to ELLs in the CLDE Program and has received training to provide English Language Development and Sheltered Content Instruction by earning Colorado’s CLDE or Linguistically Diverse Education (“LDE”) endorsement or other equivalent certification or endorsement.
- **CLDE Director** refers to the District-level employee responsible for overseeing the District’s CLDE Program and monitoring the District’s compliance with this Agreement and Section 1703(f) of the EEOA. The CLDE Director is assisted by CLDE Coordinators.
- **CLDE Coordinator** refers to the District-level employee responsible for overseeing either primary or secondary schools’ implementation of the CLDE Program and collaborating with each school’s lead CLD Specialist to support the identification, instruction, and monitoring of the school’s ELL population.
- **Grade** refers to a student’s traditional, age-related grade level.
- **Competency Based System (“CBS”)** is the District’s instructional model that uses students’ subject-specific competency levels in lieu of traditional, age-related grade levels in its CBS model.
- **CBS Performance Level** refers to a student’s competency level, which is based on standardized test scores and a body of evidence.
- **Major Languages** refers to any languages spoken by 100 or more ELLs in the District.
- **Sheltered Content Instruction** refers to the District’s current method for teaching ELLs 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 ELLs while promoting their English Language Development, such as scaffolding, differentiating instruction for ELLs, grouping ELLs by English language proficiency level, using adapted materials, texts, and visual displays, cooperative learning and group work, offering primary language support, and providing clarification.

² 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.

- **Newcomer** refers to any foreign-born students and their families who arrived to the United States within the last two years. These individuals could have limited or no formal education in their native countries.
- **NEP** refers to English learners who come from another language background and are not fluent in English (speaking, listening, reading and/or writing).
- **LEP** refers to English learners who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English.
- **Long-Term ELL** refers to English learners who have been enrolled in American schools for more than five years, who are not progressing toward English proficiency, and who are struggling academically due to their limited English skills.
- **Regular School Days** refers to student attendance and teacher in-service days but does not include holidays or weekends.

GENERAL REQUIREMENTS

1. The District will take appropriate action to overcome language barriers that impede equal participation by ELLs in its instructional programs. *See* 20 U.S.C. § 1703(f).
2. This Agreement will take effect on the date of the latter of the two parties' signatures below, and will remain in effect for three (3) full school years following that date subject to the terms of Paragraphs 42-45 below.

SPECIFIC REQUIREMENTS

ELL IDENTIFICATION AND PLACEMENT

3. As part of its process for identifying ELLs, the District requires all parents to complete a Home Language Survey during the new student registration process. The District will ensure that all schools are using the Home Language Survey set forth in Attachment A, including for student registration completed online, and will submit any proposed changes to the Home Language Survey to the United States for review and approval.
4. The District will administer a valid and reliable grade-appropriate English language proficiency assessment in all four language domains to all students in grades K-12 whose Home Language Survey indicates that a language other than English is spoken at home or by the student, or if there is any other reason to believe that the student is not proficient in English,

except that the District may assess incoming kindergarteners' English language proficiency only in listening and speaking in the fall semester. Consistent with World-Class Instructional Design and Assessment guidelines, students participating in the pre-kindergarten program will be assessed no earlier than six months prior to the start of their kindergarten year.

5. The District will administer the English language proficiency assessment and place all K-12 students identified as ELL in appropriate English Language Development and Sheltered Content Instruction services within 20 regular school days if enrolling during the first week of school and thereafter within ten regular school days from the date of the student's enrollment. In the event that a student withdraws from the District for at least a semester and then re-enrolls in the District without a current English language proficiency score, the District may re-administer the initial English language proficiency assessment for placement purposes.
6. English Language Development services will not be provided to ELL students whose parent(s) makes an informed decision, in writing, to opt out³ of such services. Consistent with CDE guidelines, the District will monitor the academic progress of each opt-out ELL to assess his/her ability to participate meaningfully in the regular education program without English Language Development services. When an opt-out ELL is not progressing as expected, the District will inform the student's parent(s) in a language they understand and recommend English Language Development services.
7. The District will develop a procedure for identifying Newcomers, Long-Term ELLs, and ELL students with limited or interrupted formal education, and will implement that procedure in all District schools by the beginning of the 2018-19 school year. Within sixty days of the Effective Date of this Agreement, the District will submit the procedure to the United States for review and approval.
8. The District will complete a file review of students who enrolled in the District during the last four school years to identify students whose Home Language Surveys were incomplete, not on the appropriate form, or otherwise indicated that the student's English language proficiency should have been tested but was not. The District agrees to test any such students within 40

³ Opt-out ELLs remain entitled to all appropriate ELL accommodations on classroom and standardized assessments and may not opt out of the annual English language proficiency assessment.

days of the Effective Date of this Agreement, and provide a list of those students, including the date each student was assessed; the resulting assessment scores (domain and composite); each student's ELL status; and the type and amount of services the student will receive to the United States by within fifty-five days of the Effective Date of this Agreement.

ELL SERVICES AND ACCESS TO THE CORE CURRICULUM

9. The District will implement its CLDE Program, which provides that all ELLs, including ELLs with disabilities, who have not opted out or met valid and reliable exit criteria will receive English Language Development taught by a CLD Specialist for at least one daily 45-minute period. English Language Development will be provided in addition to core subjects, except that it may be provided through the core literacy class only for ELLs with composite English language proficiency levels of 4 or 5 on the ACCESS assessment if the class is (a) taught by a CLD Specialist who is also certified in English Language Arts or (b) co-taught by a CLD Specialist and a teacher certified in English Language Arts who have co-planning time together, and the CLD Specialist provides the ELLs explicit English Language Development. The District will group ELLs for English Language Development by (a) their English language proficiency level within a single grade or vertically across grades (limited to two consecutive grades in elementary schools) or (b) two comparable, consecutive English language proficiency levels within a single grade.
10. Where practicable, by the start of the 2018-19 school year, the District agrees to provide an additional daily period of English Language Development to Newcomers and other ELLs with English language proficiency levels of 1 and 2.
11. Consistent with its CLDE Program and to ensure meaningful access to the core curriculum, the District will schedule all ELLs in classes with Sheltered Content Instruction (language arts, math, science, and social studies) where instruction is primarily in English, and teachers use sheltered content techniques (such as, grouping ELLs 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.
12. The District agrees to implement and operate CBS in a manner that provides ELLs access to grade-level content instruction. Toward that end, the District will:

- A. develop clear procedures for assessing ELLs for and placing ELLs in CBS Performance Levels, including: (1) assessing ELLs' literacy and math levels in Spanish where appropriate and available; (2) considering the ELLs' English language proficiency levels overall and in reading and writing when determining ELLs' appropriate CBS Performance Levels; and (3) initially placing ELLs in science and social studies classes at the grade level equivalent to the ELLs' age-appropriate grade level; and
 - B. distribute the ELL placement procedures discussed in Paragraph 12(A) to all staff responsible for scheduling and determining students' CBS Performance Levels and train all such staff on the procedures before the start of each school year.
13. So that teachers know which students need language assistance, all current and former ELLs will have their overall English language proficiency level and status (e.g., opt-out or FEP) noted on class rosters. The District agrees to monitor class assignments at least once each semester to ensure that all ELLs receive the English Language Development and Sheltered Content Instruction services in this Agreement. If the District learns that an ELL who has not opted out is not receiving English Language Development and/or Sheltered Content Instruction consistent with its program and this Agreement, the District will take reasonable steps to ensure that the ELL receives appropriate services within ten regular school days. The District will not count homeroom, art, music, gym, health, or other similar specials or elective classes as English Language Development.

ELL ACCESS TO SPECIAL SERVICES

14. All provisions of this Agreement apply equally to ELLs with disabilities. No ELL with a disability will be denied English Language Development 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 ELL status. The District will notify parents of ELLs with disabilities in writing in a language they understand that their child is entitled to both English Language Development and special education services.
15. The District will employ reasonable measures to train its special education and CLD Specialists on how to provide services to ELLs with disabilities, particularly disabilities affecting language acquisition and written and oral language processing and expression. This training will include

at least one annual joint planning meeting with special education and CLD Specialists at each school to discuss English Language Development and procedures. Each school also will maintain a list of staff members who have knowledge and experience regarding ELL needs, services, and language backgrounds, and the intersection of ELL and special education services. To the extent practicable, the District will ensure that at least one person from this list is present at all special education meetings for ELLs.

16. The District will provide an equal and meaningful opportunity for ELLs to apply for and participate in the Colorado STEM Academy and Westminster Academy for International Studies by: (1) requiring all teachers to complete the Sheltered Content Instruction training, discussed in Paragraph 21; (2) staffing each school with the CLD Specialist(s) needed to provide ELLs with English Language Development; (3) reviewing admissions criteria to ensure ELLs are not denied admissions because of their limited English proficiency; (4) translating admissions and recruitment materials into the Major Languages and offering oral interpretations of these materials to LEP parents who speak other languages; and (5) translating essential information on the schools' websites into the Major Languages.

STAFFING & PROFESSIONAL DEVELOPMENT

17. The District will actively recruit CLDE-endorsed, sheltered-instruction-trained, and/or bilingual candidates for teacher, administrator, and office staff positions, as well as long-term substitutes for CLD Specialist or other core content teaching positions. Within ninety (90) days of the Effective Date of this Agreement, the District will submit a plan for recruitment of such staff to the United States for review and approval. District employees responsible for the recruitment of CLD Specialists and special education personnel will meet annually to discuss ways to improve the recruitment, hiring, and assignment of applicants who are endorsed in CLDE and special education. The District's notices regarding employee vacancies will express an interest in candidates with the CLDE endorsement, sheltered content or other EL instructional training, bilingual endorsement, or foreign language fluency.
18. The District will aim to achieve a net increase in the number of teachers with CLDE endorsements in the District by 10% from its level in SY 2016-17, which is 37 teachers. If the District does not meet this goal by the start of SY 2018-19, the District will provide an explanation to DOJ in writing by October 30, 2018, as to why this goal was not met. The

District will also make necessary adjustments to the number and allocation of CLD Specialist positions based on changes to the numbers of ELLs at its schools.

19. The District agrees to request to reauthorize its existing incentive program to obtain the CLDE endorsement every fiscal year for the term of this Agreement, which includes some level of tuition coverage/reimbursement for the District's core content teachers to obtain a CLDE endorsement. The District also will notify all teachers of available options for obtaining a CLDE endorsement.
20. The District will ensure that teachers of the English Language Development and sheltered content components of its program are adequately trained to provide those services to ELLs. Consistent with District procedures, all English Language Development 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 CLD Specialists who lack the CLDE endorsement will obtain it within two years of their hire date and any current CLD Specialists who lack it will obtain it by the end of the 2019-20 school year. 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-certified teacher co-teaching with a content-certified teacher; or (3) a content-certified teacher who has completed the training outlined in Paragraph 21 or is "on track" to complete that training within three years, as defined in Paragraph 22.
21. To secure enough teachers who can implement the sheltered content classes of its CLDE Program, the District will continue to require all teachers new to the District who do not have a CLDE-endorsement to complete training on Sheltered Content Instruction. With the help of an Accredited Institution of Higher Education with a CDE-approved CLDE Endorsement Program, the District will revise its training on Sheltered Content Instruction for new teachers. All new teachers will complete 45 hours of training within three years, which will be a combination of 30 hours of direct professional development on effective sheltering and English Language Development strategies and 15 hours of in-classroom support to teachers on using those strategies. To ensure existing teachers have adequate training on sheltering content for ELLs, the District will require core content teachers who have completed the District's prior training on Sheltered Content Instruction to participate in 15 hours of training by the end of

SY 2018-19. The District is developing the 15-hour training program for existing teachers, which may include up to five hours of school-based professional development and in-class coaching on sheltering content (e.g., observing model lessons). Both of the trainings for the new and existing teachers will: (a) explain the theory and practice of the District’s CBS and Blended Services Model; (b) clarify that collaboration with other “special services” teachers may not replace English Language Development by a CLDE-endorsed teacher; and (c) give teachers practical instructional strategies appropriate for planning, delivering, and sheltering content for ELLs within the context of standards-based lesson planning, instruction, and assessment and sufficient opportunities for modeling, practicing, and receiving feedback regarding such strategies. The District will submit these training materials for the United States’ review within sixty days of the Effective Date of this Agreement; the United States will provide its feedback to the District within forty-five days of receiving the District’s training materials.

22. By the start of SY 2018-19, the District will require that all core content teachers of ELLs have completed the training on Sheltered Content Instruction required by Paragraph 21 or are “on track” to complete it within three years of their hire date. Being “on track” to complete the new teacher training on Sheltered Instruction within three years will mean that teachers new to the District complete at least 15 hours of the training required by Paragraph 21 per year.
23. The District will continue to provide to all teachers its in-service training and training on the World-Class Instructional Design and Assessment curriculum and assessment standards that the District uses. CLD Specialists and teachers who are assigned to co-teach will have weekly common planning time with their co-teacher, and such teachers will receive training on how to co-teach classes to ELLs.
24. The District will develop classroom walkthrough teacher feedback tools for use in all schools to evaluate the implementation of English Language Development and Sheltered Content Instruction in core content classes. Administrators, instructional coaches, or District CLDE staff will use this tool to observe and give feedback to at least one-quarter of all core content teachers in each District school every quarter.
25. The District will provide principals annual training regarding their responsibilities under this Agreement. The District will adequately train all principals who evaluate English Language

Development or sheltered content teachers on how to identify English Language Development strategies, and sheltering techniques, in classroom instruction and how to use the District walkthrough tool described in Paragraph 24 to provide constructive feedback to teachers during and/or after classroom walkthroughs. In the principal training, the District will explain that collaboration with other “special services” teachers may not replace English Language Development by a CLDE-endorsed teacher for ELLs. The District will submit these training materials for the United States’ review within sixty days of the Effective Date of this Agreement; the United States will provide its feedback to the District within forty-five days of receiving the District’s training materials.

CURRICULUM & RESOURCE ALLOCATION

26. The District will provide adequate resources, instructional materials,⁴ and classroom/office space at all schools to implement its CLDE Program. This will include providing ELLs with access to English Language Development and core content materials appropriate to their age and English language proficiency levels inside and outside of CLDE classrooms. The District also will consider ELL needs during its annual textbook review process and in all curriculum and CBS standards working groups.
27. The District agrees that English Language Development merits a curriculum similar to that of other core courses. The District recently purchased English Language Development materials for elementary ELLs, secondary ELLs, and Newcomer ELLs in each of its schools. The District will incorporate training on these new curricula and materials into CLD Specialist professional development days.

COMMUNICATIONS

28. To identify LEP parents who need language assistance, the District asks parents to indicate on the Home Language Survey whether they need school- and District-level communications in a language other than English through interpreters and/or translations. This information will be made readily accessible to administrators and teachers through the student information system. The District will train its employees to review this information before scheduling

⁴ Materials will include age- and grade-appropriate English Language Development materials, core content materials that include an EL component or supplement, and native language materials.

meetings with parents and sending out notices to parents, and explain how to obtain qualified interpreters and translations of essential information into the District's Major Languages. The District also will add a statement to its registration packet, its online registration form, and the homepage of the District and school websites about the availability of interpretation in multiple languages and how to request an interpreter or a translation.

29. The District agrees to give LEP parents access to school-related information provided to other parents as follows:

A. Notices or documents containing essential information⁵ that are distributed at the District or school level will be translated⁶ into the District's Major Languages and distributed to parents speaking those languages; and speakers of languages other than the Major Languages will be provided, in a timely manner, written translations or interpretation of the documents in a language they understand either upon request or if the need for such translation becomes apparent.⁷

B. Oral communications of essential information will be provided in a language the parent understands by means of an interpreter without undue delay. The District will provide oral interpretation or written translation of other school-related information upon receiving reasonable, specific requests for such information from LEP parents.

30. All District or school-provided interpreters, whether paid District employees, contractors, or volunteers, will be: bilingual and demonstrably qualified and competent to interpret; trained in providing the interpretation they are asked to provide or sufficiently knowledgeable in both languages of any specialized terminology needed to provide the requested interpretation

⁵ "Essential information" includes, but is not limited to: (a) report cards and other academic progress reports; (b) documents concerning academic options and planning; (c) documents concerning enrollment or registration; (d) documents concerning screening procedures requesting a student's language background, a parent's preferred language of communication, and the process for refusing all or only specific ESOL services; (e) requests for parent permission for student participation in District/school-sponsored programs and activities; (f) promotional materials and announcements distributed to students that contain information about school and District activities for which notice is needed to participate in such activities (e.g., testing, co-curricular activities requiring an application, parent-teacher conferences, open houses); (g) Special Education documents; (h) information about student discipline; (i) parent handbooks; (j) information related to public health and safety; and (k) any other written information describing the rights and responsibilities of parents or students and the benefits and services available to parents and students.

⁶ Translation will not be completed using Google Translate.

⁷ The District agrees to extend this translation obligation to essential information on the District's website.

accurately; and trained in the ethics of interpretation (e.g., the need for accuracy and confidentiality in interpretation). Except in an emergency, the District will not use students, family, or friends of LEP parents for interpretation of District- or school-generated documents or for any other translation or interpreter services. If there is an emergency and no District interpreter is available, the District will follow up with the LEP parent in a timely manner to communicate, through a qualified interpreter or translation, the information that the family or friends orally interpreted.

31. To ensure that all schools have access to already translated information, the District will provide central office and school-based employees with electronic access to an accurate and current inventory of translated District-level and school-specific documents. The District will continue to expand the inventory to include translations of all District-level and school-level essential information in the Major Languages. To assist all schools in communicating with LEP parents, the District will provide principals with a list of the names, languages, and contact information for all District employees, contractors, and others who provide translation and interpretation services. The District's annual training for administrators and teachers will explain the policies and procedures for translation and interpretation services.

MONITORING & PROGRAM EVALUATION

32. The District will monitor the English Language Development, Sheltered Content Instruction, and bilingual services of each ELL at each school by time and teacher, the English language proficiency progress of current ELLs, and the academic performance of current and former ELLs through its electronic student information system(s). To facilitate its monitoring of current and former ELLs, the District will maintain the following in each student's permanent educational record: Home Language Survey, initial and annual English language proficiency assessment scores, and CBS Performance Levels and learning target progress. To permit evaluations of its CLDE Program over time, the District will maintain the following data about ELL students in separate fields: all English language proficiency assessment scores, including the initial screener and annual assessment scores; standardized test scores; beginning and end of year CBS Performance Levels; retention, drop out, and graduation data; whether the student is a NEP, a LEP, a Long-Term ELL, a Newcomer, or has limited or interrupted formal education, or a FEP (including M1s, M2s, and beyond), opt-out ELL; and the total number of

years the student has been designated as an ELL, including as a NEP or LEP.

33. Within sixty days of the Effective Date of this Agreement, the District agrees to evaluate each ELL who has been enrolled in the District for at least two years and is placed at a CBS Performance Level in literacy below his or her age-grade to determine whether this placement is due in part to language barriers, and, if so, will determine whether the student could be moved to a higher CBS Performance Level in each of the core content subjects with additional language supports or other interventions. The District will take appropriate action based on this review, and report the results of the review within ninety days of the Effective Date of this Agreement to the United States, as follows: for every ELL student, provide the name, student ID, school, age, English language proficiency level, number of years enrolled in the District, CBS Performance Level when review was initiated, CBS Performance Level after review was completed, and a brief description of (1) the assessments and other metrics reviewed; and (2) the reason for the decision(s).
34. Within forty-five days of the Effective Date of this Agreement, the District will identify all enrolled Long-Term ELLs, offer additional language supports to the parents of these students within fifteen days after the completion of the identification, and implement accepted supports within fifteen days after any such supports are accepted. The District will report the students by ID number, number of years as an ELL, and additional supports provided to the United States within thirty days of the acceptance of any supports as described in this Paragraph 34.
35. The District will monitor the academic performance of FEP students in monitored (M1 or M2) status twice a year, for two years, by reviewing their standardized test scores 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 CLDE Program. If a FEP student fails to make academic progress, as measured by grades and content-area assessments, during the first two academic years after being classified as FEP, and if the CLD Specialist, administrators, and core-content teachers determine that this failure may be due to a lack of English proficiency (as measured by grades and content area assessments), the District shall offer additional language supports (e.g., English Language Development with a CLDE-endorsed teacher) to the FEP student's parents and provide the

supports that the parents accept. Each District school will send reports of its monitoring to the District's CLD Department and the District will provide copies of these reports as part of its annual report to the United States.

36. The District will monitor all schools for compliance with this Agreement. To that end, at each school, CLD Specialists will monitor caseloads of ELLs to ensure each student receives the appropriate amount and type of services under this Agreement.

37. The District will evaluate the effectiveness of English Language Development, Sheltered Content Instruction, and bilingual services 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 program at the elementary, middle, and high school levels by disaggregating and monitoring the following data by current, former, and never ELLs: standardized test scores, exit rates, dropout rates, graduation rates, retention-in-grade rates, English language proficiency assessments, 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 ELLs who were enrolled in kindergarten, third grade, sixth grade, and ninth grade in SY 2016-17 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 program decisions and ensure its CLDE Program is effective.

REPORTING

38. The District will provide to the United States annual reports in electronic format detailing its efforts to comply with the provisions of this Agreement by June 1 of each year that the Agreement is in effect. An initial report will be provided within 120 days of the Effective Date of this Agreement, containing the information in Sections A and B below. If any of the information required for the 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. Student Identification.

1. For each individual ELL student: state student ID number; local student ID number; school; grade level; CBS Performance Level for each core subject; primary home language; English language proficiency level and ELL status; type of English Language Development instruction (e.g., English Language Development class, Push-in, English Language Development embedded in ELA); amount of English Language Development instruction per day (or week, as appropriate); name of CLD Specialist; whether CLD Specialist has the CLDE or LDE certification (Y or N); the subject of each core content class; name of the teacher of the sheltered core content class; whether the sheltered content teacher is CLDE- or LDE-certified, has completed the training required by Paragraph 21, or is “on track” to do so; number of years identified as ELL; reentry date into the CLDE Program (if applicable); opt out (Y or N); special education (Y or N); primary disability; gifted and talented (Y or N); Newcomer (Y or N); student with interrupted formal education (Y or N); and Long-Term ELL (Y or N).

B. CLDE Services and Access to the Core Curriculum.

1. For each school, the number of ELLs in total and by English language proficiency level who:
 - a. are not receiving any English Language Development instruction;
 - b. are not receiving a daily 45-minute period of English Language Development;
 - c. are not grouped in accordance with the requirements of Paragraph 9;
 - d. are not receiving English Language Development instruction from an CLDE-endorsed teacher;
 - e. are not receiving any Sheltered Content Instruction; and
 - f. are not receiving Sheltered Content Instruction from a teacher who has an add-on CLDE endorsement, has completed the training required by Paragraph 21, or is “on track” to complete it.

2. For each school, the number of ELLs in total and by English language proficiency level who were initially placed in science and social studies classes according to Paragraph 12(A), the number of ELLs who moved up at least one CBS Performance Level in each subject within the same school year after the initial placement, and the number of ELLs who moved down at least one CBS Performance Level within the same school year in each subject after the initial placement. For each student who moved down at least one CBS Performance Level, a brief explanation of the reason(s) for the move.
3. The District's guidance for assessing and placing ELLs in CBS Performance Levels required by Paragraph 12, including the availability of tests in a language other than English.
4. Training materials, including agendas, Power Points, sign-in sheets, and handouts, demonstrating the District's compliance with Paragraph 12(B).

C. Access to Special Services.

1. The number of ELLs by grade and native language who (i) were referred for special education services, (ii) were found eligible for such services, and (iii) received such services.
2. For each school, the number of special education teachers and paraprofessionals with ELL training and multiple language skills.
3. A list of names and contact information of qualified professional bilingual special education evaluators for each of the District's Major Languages and other languages to the extent available.
4. The number of in-District ELLs by grade and native language who applied to each of the District's specialized programs (e.g., Colorado STEM Academy, Westminster Academy for International Studies) and the number of in-District and out-of-District ELLs who were admitted.

D. Staffing and Professional Development.

1. A report that includes the name of each CLD Specialist, bilingual teacher, their school assignment(s), hiring date, whether the teacher has or is "on track" to earn the CLDE-endorsement, the anticipated date by which the teacher is expected to earn the endorsement (if applicable), and if the CLD Specialist is not "on track," whether the

District has determined the teacher has a certification or endorsement equivalent to the CLDE-endorsement, and the basis for that determination (if applicable). The District also will report this information for any core content teacher, including special education teachers, who have the CLDE-endorsement or are on track to earn it. The District will note any assignment changes, new hires, or departures since the prior report.

2. A report that includes the name of each core-content teacher who has taken advantage of the incentive program in Paragraph 19, the institution where they are working to obtain their CLDE endorsement, and the anticipated conferral date.
3. A Sheltered Content Instruction report that includes, for each school, the teachers, by name and subject, who have started, completed, or are expected to complete by the end of the school year the Sheltered Content Instruction training per Paragraph 21.
4. A principal training report that includes sign-in sheets, dates, agendas, and training materials for the training discussed in Paragraph 25.
5. 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.

E. *Resource Allocation & Communications.*

1. An updated list of District employees, contractors, and others who provide translation and interpreter services.
2. A list of translated District-level and school-specific documents by title of the document and the languages in which it was translated, and annually thereafter, an updated list of such documents.

F. *Monitoring & Program Evaluation.*

1. A list of all FEP students who are under monitoring (M1 and M2). For each student: student ID; base school; program; years in the CLDE Program; all English language proficiency assessment scores; and exit date.
 2. A list of all FEP students who have been re-entered into ELL status per Paragraph 35 by: student ID; base school; all English language proficiency assessment scores; exit date; re-entry date; and type and amount of English Language Development and Sheltered Content Instruction services.
 3. The District will complete the longitudinal study described in Paragraph 37 by the end of the 2020-21 school year and provide the results of that study to the United States by August 1, 2021.
39. The District will notify the United States of all proposed substantive changes to its CLDE Program prior to instituting such changes.

ENFORCEMENT

40. The District will, for the duration of this Agreement, 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.
41. 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 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, if possible. The United States also may speak directly, without District counsel, with District employees who are not administrative level employees or Board Members and have

questions, concerns, or other information to raise with the United States regarding the District's obligations under the EEOA and this Agreement.

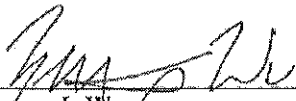
42. The District understands and acknowledges that, in the event of a breach by the District of this Agreement, the United States may initiate judicial proceedings to enforce the EEOA and the specific commitments and obligations of the District under this Agreement, provided, however, that the parties agree to negotiate in a good faith effort to resolve the breach for 30 days or until an impasse is reached. 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.
43. This Agreement will be binding upon the successor members of the Westminster Public 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. The United States, consistent with its responsibility to enforce the EEOA, retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any future alleged violations of the EEOA by the District.
44. The effective date will be the date both parties signed this Agreement.
45. This Agreement will remain in effect until the United States determines that the District has complied fully with its provisions and its obligations under the EEOA, provided that, the parties may, upon mutual written agreement, amend this Agreement to address changed circumstances and/or to improve the delivery of services to ELLs. The parties anticipate that the District will achieve compliance after it submits its annual report in June 2021. The United States will notify the District of any compliance-based objections within 90 days of receiving the June 2021 report.

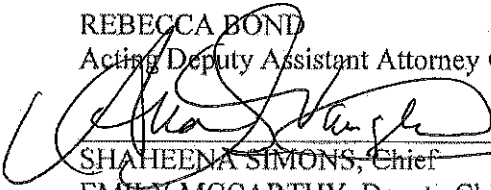
The following signatures indicate the consent of the parties to the terms of this Agreement, which is effective upon its mutual execution.

For the United States

ROBERT C. TROYER
United States Attorney
District of Colorado

JOHN M. GORE
Acting Assistant Attorney General

 2/8/18
Date
Zeyen J. Wu
Assistant United States Attorney
1801 California Street, Suite 1600
Denver, Colorado 80202
Telephone: (303) 454-0100
Fax: (303) 454-0411
zeyen.wu@usdoj.gov

REBECCA BOND
Acting Deputy Assistant Attorney General
 2/8/18
Date
SHAHEENA SIMONS, Chief
EMILY MCCARTHY, Deputy Chief
ARIA S. VAUGHAN
Trial Attorney
Educational Opportunities Section
Civil Rights Division
United States Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530
(202) 616-2166
aria.vaughan@usdoj.gov

Attorneys for the United States

Confidential Settlement Communication

For the Westminster Public Schools

Dr. Pamela Swanson 2/27/2018

Dr. Pamela Swanson

Date

Superintendent

Westminster Public Schools

6933 Raleigh St.

Westminster, CO 80030

720-542-5091

Exhibit A

Language Information – OLR

Language Information

What language did your child speak when they first began to talk? English ▼*

What other language does your child speak? English ▼*

What language is most often spoken in the home? English ▼*

In what language do you prefer to receive communications? English ▼*

◀ Previous Next ▶

Online Registration - Google Chrome

Secure | https://campus.adams50.org/campus/olr2/coreOLR/portal/shell.xsl?applicationMode=admin&x=olr2.coreOLR.0l2Main-applicationList&applicationGUID=FS4DFCC-2F48-48BD-A18E-E3181F4A1138&x=olr2.coreOLR.0l2Main-translation-appLang&x=olr2.coreOLR.0l2Main-setupList&selectLa...

✓ Household ✓ Parent ✓ Emergency Contact ✓ Other Household Members ▼ Student ✓ Review

✓ Staff Approval Student Processing

Student Name Mary Test

Student Information

Race/Ethnicity

Language Information

What language did your child speak when they first began to talk? English

What other language does your child speak? English

What language is most often spoken in the home? English

In what language do you prefer to receive communications? English

◀ Previous Next ▶

Special Services

Student Title IXa

Previous Schools

Relationships - Parent/Guardians

Relationships - Non Parent Emergency Contacts

Health Services - Insurance Information

Health Services - Medical Conditions

English

Spanish

Abkhaz

Afar

Afrikaans

Akan

Akateko

Alabama

Albanian

Aleut

Algonquin

Amharic

Anuak

Apache, Jicarilla

Apache, Kiowa

Apache, Mescalero-Chiricahua

Apache, Western

Arabic

Online Registration - Google Chrome

Secure | https://campus.adams50.org/campus/olr2/coreOLR/portal/shell.xsl?applicationMode=admin&x=olr2.coreOLR.0l2Main-applicationList&applicationGUID=FS4DFCC-2F48-48BD-A18E-E3181F4A1138&x=olr2.coreOLR.0l2Main-translation-appLang&x=olr2.coreOLR.0l2Main-setupList&selectLang...

✓ Household ✓ Parent ✓ Emergency Contact ✓ Other Household Members ▼ Student ✓ Review

✓ Staff Approval Student Processing

Student Name Mary Test

Student Information

Race/Ethnicity

Language Information

What language did your child speak when they first began to talk? English

What other language does your child speak? English

What language is most often spoken in the home? English

In what language do you prefer to receive communications? English

◀ Previous Next ▶

Special Services

Student Title IXa

Previous Schools

Relationships - Parent/Guardians

Relationships - Non Parent Emergency Contacts

Health Services - Insurance Information

Health Services - Medical Conditions

English

None

Spanish

Hmong

Abkhaz

Afar

Afrikaans

Akan

Akateko

Alabama

Albanian

Aleut

Algonquin

Amharic

Anuak

Apache, Jicarilla

Apache, Kiowa

Apache, Mescalero-Chiricahua

Online Registration - Google Chrome

Secure | https://campus.adams50.org/campus/oh2/coreOLR/portal/shell.xsl?applicationMode=admin&x=oh2.coreOLR.0r2Main-applicationList&applicationGUID=F5A4DFCC-2F48-488D-A1BE-E3181F4A1138&x=oh2.coreOLR.ohr_translations-appLang&x=oh2.coreOLR.0r2Main-setupList&selectLar

[✓ Household](#)
[✓ Parent](#)
[✓ Emergency Contact](#)
[✓ Other Household Members](#)
[▼ Student](#)
[✓ Review](#)

[✓ Staff Approval](#)
[Student Processing](#)

Student Name Mary Test

[▶ Student Information](#)
[▶ Race/Ethnicity](#)
[▼ Language Information](#)

What language did your child speak when they first began to talk? English
 What other language does your child speak? English
 What language is most often spoken in the home? English
 In what language do you prefer to receive communications? English

[◀ Previous](#)
[Next ▶](#)

- ▶ Special Services
- ▶ Student Title IXa
- ▶ Previous Schools
- ▶ Relationships - Parent/Guardians
- ▶ Relationships - Non Parent Emergency Contacts
- ▶ Health Services - Insurance Information
- ▶ Health Services - Medical Conditions

English
 Spanish
 Abkhaz
 Afar
 Afrikaans
 Akan
 Akateko
 Alabama
 Albanian
 Aleut
 Algonquin
 Amharic
 Anuak
 Apache, Jicarilla
 Apache, Kiowa
 Apache, Mescalero-Chiricahua
 Apache, Western
 Arabic

Online Registration - Google Chrome

Secure | https://campus.adams50.org/campus/oh2/coreOLR/portal/shell.xsl?applicationMode=admin&x=oh2.coreOLR.0r2Main-applicationList&applicationGUID=F5A4DFCC-2F48-488D-A1BE-E3181F4A1138&x=oh2.coreOLR.ohr_translations-appLang&x=oh2.coreOLR.0r2Main-setupList&selectLar

[✓ Household](#)
[✓ Parent](#)
[✓ Emergency Contact](#)
[✓ Other Household Members](#)
[▼ Student](#)
[✓ Review](#)

[✓ Staff Approval](#)
[Student Processing](#)

Student Name Mary Test

[▶ Student Information](#)
[▶ Race/Ethnicity](#)
[▼ Language Information](#)

What language did your child speak when they first began to talk? English
 What other language does your child speak? English
 What language is most often spoken in the home? English
 In what language do you prefer to receive communications? English

[◀ Previous](#)
[Next ▶](#)

- ▶ Special Services
- ▶ Student Title IXa
- ▶ Previous Schools
- ▶ Relationships - Parent/Guardians
- ▶ Relationships - Non Parent Emergency Contacts
- ▶ Health Services - Insurance Information
- ▶ Health Services - Medical Conditions

English
 Spanish
 Abkhaz
 Afar
 Afrikaans
 Akan
 Akateko
 Alabama
 Albanian
 Aleut
 Algonquin
 Amharic
 Anuak
 Apache, Jicarilla
 Apache, Kiowa
 Apache, Mescalero-Chiricahua
 Apache, Western
 Arabic