

SETTLEMENT AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE GANADO UNIFIED SCHOOL DISTRICT #20

SETTLEMENT AGREEMENT

PURPOSE

1. The Ganado Unified School District #20, by and through the undersigned, agrees to the terms of this Settlement Agreement and to comply fully with its provisions in order to address and resolve the compliance issues raised by the United States Department of Justice, Civil Rights Division (hereafter the “United States”) under the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1703(f) (“EEOA”). These EEOA compliance issues include: inadequate identification of English Language Learner students (“ELLs”); insufficient information provided to parents in a language they understand during registration to ensure that they can make informed decisions about the District’s ELL services and the consequences of “opting out” of such services; the need for more guidance and coordination on the creation and implementation of Individual Language Learner Plans (“ILLPs”) for ELLs; the need for more instructional training for teachers of current and former ELLs; inadequate materials for ELLs; and insufficient monitoring of and support to former and opt-out ELLs. This Settlement Agreement is undertaken as a means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy.
2. In consideration for the commitments made herein by the District, the United States agrees not to initiate judicial proceedings to enforce those requirements of the EEOA that are addressed by this Agreement. This commitment does not relieve the District from fulfilling any other obligations under the EEOA or other federal law.
3. This Settlement Agreement shall become effective on the date of its entry and shall remain in effect for three full school years following that date, and the United States shall have 90 days

after the submission of the District’s third annual report to raise any objections to the termination of all or part of this Agreement. The date on which counsel for the United States signs the Settlement Agreement shall be the entry date of this Settlement Agreement.

DEFINITIONS

4. “Core Content” refers to language arts, math, science, and social studies, as well as any other course required for graduation.
5. “District” refers to the Ganado Unified School District #20 and the Ganado, AZ Board of Education and the schools that it operates.
6. “ELLs” refers to students who are English Language Learners, Limited English Proficient, or Non-English Proficient and thus require assistance to overcome language barriers that impede their equal participation in the District’s instructional programs.
7. “ELL Program” refers to the District’s methods for delivering ELL services, including the state-mandated Structured English Immersion (“SEI”) program, which the District provides to ELLs primarily in mainstream classrooms via ILLPs.¹
8. “ELL Services” refers to instructional assistance afforded to ELLs for the purpose of teaching the English language or to render substantive educational content accessible, whether in the context of an ELL program specifically designed for ELLs or in a classroom where ELLs and non-ELLs are educated.

¹ The United States, through the United States Department of Justice (“DOJ”) and the Office for Civil Rights of the Department of Education (“OCR”), are investigating a complaint that the self-contained version of the SEI program requiring four hours of English Language Development (“ELD”) per day violates Title VI of the 1964 Civil Rights Act and the EEOA by unnecessarily segregating ELL students, depriving them of grade-level content, and impeding their ability to meet graduation requirements on time. This Agreement merely recognizes that the State of Arizona requires the SEI program in this District and does not reflect a determination regarding the program’s compliance with federal law. The United States reserves all rights on this issue.

9. “ELD” refers to English Language Development, which is direct, explicit instruction about the English language in all four language domains that is designed for ELL students.
10. “FEP1” refers to Fluent English Proficient students who were at one time identified as ELLs but subsequently met the State’s criteria for exiting ELL status and are in their first school year of monitoring.
11. “FEP2” refers to Fluent English Proficient students who were at one time identified as ELLs but subsequently met the State’s criteria for exiting ELL status and are in their second school year of monitoring.
12. “Former ELLs” refer to all students who were formerly ELLs but subsequently met the State’s criteria for exiting ELL status, including FEP1s, FEP2, and FEPs from all prior years.
13. “ILLP” refers to the Individual Language Learner Plan that the Arizona Department of Education (“ADE”) allows schools to use to provide Structured English Immersion (“SEI”) services if the schools have 20 or fewer ELLs within a three-grade span. ILLPs provide ELLs with differentiated instruction for reading, writing, grammar, and vocabulary via a written plan administered in the mainstream classroom by a teacher qualified to provide SEI services that specifies what happens instructionally to the particular ELL.
14. “LEP parent/guardian” refers to all parents/guardians who, because of their inability to adequately communicate in English, need to have communication (written and oral) from a school or the District provided in a language other than English in order to make meaningful, informed choices among the District’s ELL programs and services and to effectively participate in all aspects of the District’s educational process.
15. “Non-ELL” refers to a student who is not an ELL, Limited English Proficient, or Non-English Proficient and who does not require assistance from the District to overcome

language barriers in order to have equal and meaningful participation in the District's instructional programs.

16. "Opt Outs" are ELLs whose parent/guardian has opted them out of the District's ELL services.
17. "PHLOTE" means Primary or Home Language Other Than English and refers to students whose responses on the Home Language Survey ("HLS") indicate that a language other than English is the students' native language, the primary language used in the home, or the language spoken most often by the student.
18. "RFEP" refers to a Reclassified as Fluent English Proficient student who was an ELL but subsequently met the State's criteria for exiting ELL status. RFEPs become FEP1 students in their first year of monitoring and FEP2 students in their second year of monitoring.
19. "SEI" refers to the Structured English Immersion program mandated by Arizona law.

GENERAL REQUIREMENT

20. As required by the EEOA, the District shall take appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs. *See* 20 U.S.C. § 1703(f).

SPECIFIC REQUIREMENTS

Registration and Identification of ELLs

21. The District shall ensure that all registration and intake staff have parents/guardians complete the three-question HLS when they register their children in the District. The District shall timely assess the English Language Proficiency ("ELP") of any enrolling student whose

parents'/guardians' responses on the HLS indicate a language other than English (i.e., PHLOTE) or for whom there is any other reason to believe the student is not proficient in English. The District shall use a valid and reliable ELP test for identifying ELLs and shall identify as ELL any student whose overall ELP score is below "proficient."

22. For all District students identified by the three-question HLS as PHLOTE and at all locations in the District where ELLs may register to attend one of the District's schools, the District shall ensure that appropriate school-level personnel, including but not limited to secretaries and guidance counselors, provide the parents/guardians of PHLOTE students or any identified ELLs adequate information in a language they understand to make fully informed decisions concerning the provision of ELL services in the District and the consequences of opting out of those services.
23. If any parent/guardian refuses to have his/her ELL child enrolled in the District's ELL services or requests to have the ELL child removed from such services, the District shall have the student's principal, or his or her designated administrator, (with the ELD teacher when available) meet with the parent/guardian to describe (a) the range of ELL services available, including the instructional methodology and qualifications and training of the teachers that the District plans to employ to meet the child's educational needs, and (b) the benefits the ELL child is likely to gain by receiving ELL services.
24. If the parent/guardian continues to refuse ELL services or request the ELL student's withdrawal from such services, the principal, or his or her designated administrator, shall document on a District form created for this purpose: that he/she met with the parent/guardian, conveyed the information described in paragraph 23 above, and the parent's/guardian's reasons for refusing ELL services or withdrawing from such services.

The principal, or his or her designated administrator, shall ask the parent/guardian to sign the form to verify the refusal of or withdrawal from ELL services and the reasons stated accurately reflect the parent's/guardian's motivation for refusing or withdrawing from services. The principal, or his or her designated administrator, shall provide parents/guardians with a copy of the form and maintain the form in the student's file.

25. If a parent of an ELL communicates a refusal or withdrawal from ELL services, the District shall do the following:

- a. Provide the student's core content teachers with a class roster identifying the student's ELP level and his/her refusal or withdrawal status;
- b. Monitor the academic progress of the opt-out ELL quarterly to assess the following:
 - (i) whether his/her language barriers are impeding his/her ability to meaningfully and equally participate in the regular education programs; and (ii) whether s/he should receive ILLP services to facilitate such meaningful and equal participation; and
- c. Whenever appropriate, including whenever the quarterly monitoring reveals that the ELL is struggling academically or not making ELP progress, the District shall inform his/her parents that the student is not progressing and offer ILLP services.

26. To accomplish what is outlined in paragraphs 21 through 25, the District shall ensure:

- a. consistent use of the three-question HLS and the "Parental Notification and Consent Form" regarding ELL services;
- b. maintenance of the signed HLS and "Parental Notification and Consent Forms" in the student's cumulative file and an electronic record of the parent's choice in the student information database;

- c. a conference with parent(s)/guardian(s), with appropriate interpreter or translation services provided to LEP parent(s)/guardian(s), before they make a decision regarding their student's participation in the ELL program;
- d. documentation of all conferences with parents/guardians concerning this decision, particularly for students who opt out of ELL services and consistent with paragraphs 23 and 24 above; and
- e. meetings with the principal of any school with more than 5% of the ELLs opting out of ELL service in a given school year to analyze the reasons for opt-outs and to ensure the parents are making informed decisions regarding ELL services available to their children.

27. The District shall ensure that all personnel involved in the student registration and ELL identification and placement process are trained in the procedures for: (a) completing the registration form; (b) completing the HLS and referring appropriate students to testing for ELL services; (c) providing written notification to the designated teacher regarding a student's need to be tested for ELL services; (d) providing the parents/guardians of ELLs information regarding available ELL services and the opt-out option in a language they understand; (e) providing LEP parents/guardians and the parents/guardians of ELLs with information on how to use the District's interpreter and translation services; and (f) using Parental Notification forms, arranging meetings with parents/guardians and designated personnel concerning the provision of ELL services, and documenting opt-out decisions.

Communications with LEP Parents

28. At each school facility, the District shall compile a list of non-teaching and teaching District personnel who are qualified and available to provide interpreter and translation assistance to serve ELLs and/or LEP parents/guardians. To the extent practicable, the District shall ensure that the non-teaching personnel on each school's list are used to provide this assistance, and that SEI or ILLP teachers are not pulled away from their teaching and/or class preparation responsibilities to serve as interpreters or translators. If the District lacks personnel who are qualified to serve as interpreters and translators for certain languages of ELL students and/or LEP parents/guardians, it shall include on the list the names and contact information for outside qualified interpreters and translators for such languages.

Instruction of ELLs

29. The District provides the state-mandated SEI program to ELLs primarily in general education classrooms through ILLPs. The District shall ensure that:

- a. meaningful guidance and coordination is provided to appropriate school-level personnel to create, implement, and monitor schedules of ELLs served via ILLPs;
- b. teachers responsible for delivering the ELD components of the ILLP are qualified to provide ELD and SEI services;²
- c. ELD and/or ILLP teachers implement current and effective specialized ELD and SEI content-based strategies with ELLs, including: differentiated instruction appropriate to their ELP levels; small group instruction; cooperative learning strategies; lesson planning that addresses all four language domains; explicitly teaching academic

² DOJ has not determined that the State-mandated SEI endorsement provides adequate training to qualify teachers to instruct SEI classrooms or ILLP students. DOJ has determined that merely holding the 15-hour provisional endorsement is insufficient to qualify teachers to instruct SEI classrooms or ILLP students.

vocabulary that facilitates access to the grade-level core content curriculum and the Common Core State Standards; providing a culturally responsive learning environment, visual displays, primary language support, scaffolding, and clarification; activating background knowledge; teaching reading comprehension skills (e.g., prediction, summarizing, making inferences, and identifying important information); using reading strategies that are effective with ELLs (e.g., partner reading, reading aloud, close reading, and teacher think-alouds); teaching strategies for writing in the core content areas to ELLs at different proficiency levels; and regularly planning lessons that incorporate these strategies into an integrated lesson of ELD and core content instruction;

- d. ELLs on ILLPs are provided ample opportunity to use academic oral language and to practice and apply academic language and vocabulary from the grade-level content areas through reading and writing assignments; and
- e. ILLPs are reviewed by appropriate school level personnel within 30 to 60 days of their implementation to ensure that ILLPs contain the signatures of implementing teachers and parents/guardians, as well as adequate ELL services that are appropriate to the student's ELP level, targeted to their ELP needs by language domain, and enable his/her meaningful access to grade-level core content.

30. The District shall ensure that ELLs are integrated with general education students in school instruction, functions, co-curricular activities, and extracurricular activities. The District shall integrate all grade K-6 ELLs in at least non-core-content classes, including but not limited to art, music, physical education, and recess. The District shall integrate all K-12 ELLs with non-ELLs in their core content classes in a manner appropriate to their ELP levels and their

time and progress in the ELL program, so that ELLs are not unnecessarily segregated from non-ELLs. ELLs on ILLPs in core content classes enrolling ELLs and non-ELLs shall be considered enrolled in integrated core content classes.

Training

31. The District shall provide or otherwise engage in annual comprehensive training and/or re-training of all faculty involved in the delivery of the SEI model and/or ILLPs to ensure that appropriate ELD and sheltered content strategies and curriculum delivery are consistently being implemented in the District's SEI and/or ILLP classrooms. In developing this training, all such faculty shall be provided:

- a. training on research-based ELD strategies for the expeditious acquisition of academic English vocabulary, literacy comprehension skills, and oral language development;
- b. training on strategies for the integration of grade-level core content instruction within the SEI program and ILLPs, and for sheltering content to make it accessible to ELLs;
- c. training in a format in which trainers model the strategies in (a) and (b) above, and participants have ample opportunity to practice the strategies and receive feedback from the trainers; and
- d. follow-up training activities that provide the opportunity to meet, share, and reassess current instructional practices and services for ELLs, RFEPs, FEP1s, and FEP2s.

32. The District shall provide or otherwise engage in annual comprehensive training of all faculty teaching RFEPs, FEP1s, and FEP2s concerning the re-classification of ELLs so that such teachers can adequately provide support to reclassified students within the two-year monitoring period following their exit from ELL services. This training shall outline a

referral process by which teachers can refer RFEPs, FEP1s, or FEP2s who are struggling in mainstream classes due to their language barriers to receive additional ELL services tailored to their specific language needs (e.g., additional support in writing or a trained teacher using effective sheltering techniques for the subject(s) in which the student is struggling).³ These additional ELL services may include the reading and writing intervention services required by the August 31, 2012 Resolution Agreement between ADE and the United States.

33. The District shall ensure that all administrators tasked with evaluating SEI and ILLP classroom instruction shall annually receive both of the trainings referenced in paragraphs 31 and 32 so that they can appropriately assess the SEI and ILLP instruction provided. In addition, the District shall ensure that all such administrators receive at least five hours of in-person onsite follow-up that:

- a. focuses on supporting and evaluating instructional strategies appropriate for providing ELD to ELLs across ELP levels, and planning, delivering, and sheltering content for ELLs within the context of standards-based unit and lesson planning;
- b. requires administrators to shadow coaches with expertise in conducting ELD and ILLP classroom observations, where the expert coaches model using an ELD and ILLP observation protocol and giving feedback to ELD and ILLP teachers, and then administrators practice using that protocol and giving feedback to these teachers while the expert coaches observe; and

³ The United States recognizes that Arizona requires that ELLs be exited from the state-mandated SEI program when they achieve a proficient overall score on the AZELLA-3, but the EEOA requires that ELLs receive ELL services until their language barriers are overcome and they can participate equally in the district's instructional programs.

c. trains administrators on how to implement follow-up activities at their schools for

34. By November 15 of each year of this Agreement, the District shall submit a Professional Development Plan for the United States' review. Such plans shall ensure that all teachers of regular education classes receive training at least twice annually regarding working with current and recently exited ELLs and coordinating with ILLP, SEI, and ELD teachers to identify and address any language barriers that may hinder current and/or recently exited ELLs from participating equally in general education classes.

35. The District shall increase opportunities for horizontal and vertical articulation among SEI and/or ILLP teachers and general education teachers (i.e., within and across grade levels) to ensure teachers are working collaboratively to support each ELL's acquisition of English proficiency and access to grade-level content. Toward that end, the District shall ensure that:

- a. meaningful opportunities for horizontal and vertical articulation among all of its teachers at grade level, department level, and faculty level meetings, as well as at staff development sessions;
- b. at the middle and high schools, an ELD teacher, ESL certified when available, shall be assigned to each of the following disciplines to ensure articulation among ELD and/or ILLP teachers and teachers of the following disciplines: language arts, social studies, math, science, and world languages. When a certified ESL teacher is not available to assign to the above stated disciplines, then a teacher with an SEI endorsement shall be assigned to each of the above-described disciplines; and

- c. at the elementary schools, an ELD teacher, ESL certified when available, shall be assigned to a specific grade for the grade-level meetings and shall be responsible to ensure articulation among ELD and/or ILLP teachers and general education teachers for that grade level. When a certified ESL teacher is not available, then a teacher with an SEI endorsement shall be utilized.

Resource Allocation

36. The District shall ensure that: (a) adequate and appropriate ELD and content-specific materials are adopted to implement its SEI program; (b) adopted materials are age and grade appropriate, and (c) such materials are available to every class of ELL services and to every ELL student participating in ELL services.
37. To the extent practicable and consistent with educationally sound practices, the District shall ensure that the student/teacher and staff/teacher ratios in classrooms serving ELLs are not higher than the student/teacher and staff/teacher ratios in regular education classes in the same school that serve the same grade level and teach similar subject matter.

Monitoring Current and Former ELLs and Evaluating ELL Services

38. The District shall implement a system for monitoring the academic performance of current ELLs, including Opt Outs, former ELLs within the two-year monitoring period (i.e., RFEPs, FEP1s, and FEP2s), and PHLOTE kindergarten students identified as “proficient” on

Arizona's ELP Kindergarten Placement Test (KPT).⁴ As part of this system, the District shall on a quarterly basis:

- a. identify on class rosters all current ELLs and Opt Outs by ELP level, and all FEP students by their status (i.e., RFEPs, FEP1s, and FEP2s), and share the roster with the assigned teacher;
- b. monitor the progress of incoming PHOLTE kindergarten students found: (a) proficient on the KPT, and (b) not proficient on the KPT and found eligible for ELL services;
- c. collect data on the academic progress of current ELLs, RFEPs, FEP1s, and FEP2s in general education classes, including the data listed in paragraph 39 below;
- d. provide the data required by paragraph 39 to the student's guidance counselor;
- e. have the guidance counselor contact the parent/guardian of an Opt Out student when the quarterly data required by paragraph 39 reveals that the student is struggling academically, offer the parent/guardian the option to receive ILLP services, document the contact, and indicate whether the parent/guardian declined or accepted ILLP services; and
- f. have the guidance counselor meet with the parent/guardian of the RFEP, FEP1, and FEP2 student or the "proficient" PHLOTE kindergarten student to discuss whether s/he needs any support services (e.g., tutoring) or needs English language support services (e.g., additional support acquiring English proficiency in writing):
 - (i) within six (6) weeks of his/her exit, or within six (6) weeks of his/her first day of school if he/she were exited at the end of the prior school year; and
 - (ii) whenever the academic data collected each quarter pursuant to paragraph 39 reveals that the student is failing one or more subjects or has not demonstrated

⁴ DOJ and OCR are evaluating whether the KPT constitutes a valid and reliable ELP test and reserve all rights on this issue. This Agreement merely recognizes that the State of Arizona requires districts to use the KPT for evaluating the English language proficiency of PHLOTE kindergarten students.

proficiency on standardized tests (e.g., the AIMS reading, writing, math, or science tests).

At the end of each school year, the District shall analyze the percentage of PHLOTE kindergarten students found (a) proficient on the KPT; (b) not proficient on the KPT; (c) those in subgroup (a) found proficient on the end-of-year ELP test; and (d) those in subgroup (b) found proficient on the end-of-year ELP test to determine if additional language supports should be provided to “proficient” PHLOTE kindergarten students.

39. To monitor current ELLs, RFEPs, FEP1s, and FEP2s and to evaluate whether the District’s language services are overcoming ELLs’ language barriers within a reasonable period of time in a manner that permits their equal and meaningful participation in the District’s instructional programs, the District shall develop and maintain a database that disaggregates the following information for current ELLs, former ELLs, and never-ELLs: ELP scores, standardized test scores, achievement test scores, retention-in-grade rates, graduation rates, and enrollment in honors/AP, special education, and gifted/enrichment programs. The database shall be operational within 60 days after the date of signing this Agreement.
40. The District shall use the disaggregated database required by paragraph 39 to track a cohort of ELLs longitudinally over school years 2012-13, 2013-2014, 2014-15, and 2015-16 at grades K-4, 5-8, and 9-12 to determine: the percentage that exit ELL services within four years; the average exit rate in elementary, middle, and high school; the percentage that achieve proficiency on standardized tests, including AIMS reading, writing, math, and science; and the percentage that are retained in grade, drop out, and meet graduation requirements on time. ELLs who meet exit criteria and remain enrolled in the District shall remain a part of the longitudinal cohort analysis and be identified by their FEP status. The

District shall provide a copy of the longitudinal cohort analysis to the United States by July 15, 2016.

41. The District shall designate a staff member at each school facility to monitor the progress of ELL students and maintain a School ELL Monitoring Notebook, to include: (i) two year monitoring forms; and (ii) Written Individualized Compensatory Plans (WICPs).

ANNUAL REPORTING TO THE UNITED STATES

42. The District shall provide to the United States annual reports fully detailing its efforts to comply with the provisions of this Settlement Agreement. The District shall submit the annual reports outlined herein each year by July 1, with the first report due July 1, 2014. If any of the information required for the annual report in a particular school year is available in a document that the District already has prepared to comply with the No Child Left Behind Act (20 U.S.C. § 6301, *et seq.*) or other federal or state statute or regulation, the District may include the document in its annual report and indicate the section of the annual report to which the document applies. The annual reports shall include the following information about the school year preceding each annual report, unless otherwise specified:

- a. the number of students, by school and grade, enrolled in the District;
- b. the number of ELLs, by school, grade, native language, and ELL service (*e.g.*, ILLP or self-contained SEI), separately listing the number of ELLs who opted out of ELL services, and any other ELLs who did not receive ELL services;
- c. the number of PHLOTE students, by school and native language; the number of such students who were assessed to determine their English proficiency; and the number and percentage of such students who were identified as (i) ELLs and (ii) non-ELLs;

- d. copies, in English and in Navajo, of all forms related to student registration and ELL eligibility that are provided to students and parents;
- e. copies of the documentation of school conferences with parents who opted out of ELL services required by paragraph 24;
- f. copies of each school's list of non-teaching and teaching personnel available by language ability to provide interpreter and translation assistance, noting which form(s) of assistance s/he can provide;
- g. a list of all personnel involved in the student registration and ELL identification process and the date(s) of the training required by paragraph 27;
- h. a list of all bilingual, ESL, and SEI (including ILLP) teachers, by school, grade, language(s), certification(s), and endorsements;
- i. a list of all training provided to District faculty and administrators under paragraphs 31, 32, and 33. For each such training, the content of the training shall be described and the date(s) of the training, as well as the name and job title of District personnel who attended the training, shall be provided;
- j. for each school, a summary of the opportunities for horizontal and vertical articulation among SEI and/or ILLP teachers and general education teachers and how often these opportunities were provided (e.g., weekly faculty meetings);
- k. for each school, an inventory by grade of the ELD/ESL and content-specific supplementary and other materials for ELLs obtained over the prior school year, including the title, the author, the publication date, and the number of copies;
- l. the number and percentage of ELLs by school, grade, and ELL service (i.e., ILLP, self-contained SEI, or opt-out) who were exited from the District's ELL program;

- m. the number of FEP1 and FEP2 students, by school, grade, and ELL service (i.e., ILLP, self-contained SEI, or opt-out), who received additional ELL support, as well as the nature and duration of that support (e.g., 45 minutes of ELD support in 9th-grade English to promote English proficiency in writing);
- n. for each school and grade, a list of the occasions per week, if any, in which ELLs are not integrated with regular education students in the same classroom, program, or activity;
- o. a list of all graduating students, disaggregated by general education students, current ELLs, Opt Outs, RFEPs, FEP1s, FEP2s, and total years spent in high school prior to graduation;
- p. a description of the District's system for monitoring current ELLs, RFEPs, FEP1s, and FEP2s, confirming that: the data listed in paragraph 39 were collected; guidance counselors contacted and/or met with the parent/guardians of Opt Outs, RFEPs, FEP1s, and FEP2s as prescribed by paragraph 38; and support services were offered to struggling Opt Outs, RFEPs, FEP1s, and FEP2s at each school, including a description of the nature and duration of such services that the parent/guardian accepted;
- q. a description of any material changes that the District plans to make in the coming school year to its: procedures for registering students, assessing ELLs, and assigning ELLs to classes; SEI or ILLP curriculum; training its SEI and/or ILLP or regular education teachers; and system for monitoring current ELLs, Opt Outs, RFEPs, FEP1s, and FEP2s; and
- r. any other information that the District believes will be helpful.

ENFORCEMENT

43. The District shall maintain electronic and hard copy records of information and data pertinent to compliance with the terms of this Agreement and understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, the United States, through its representatives and any consultant or expert it may retain, may visit the District, 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 shall honor any such requests by making the requested reports, information, or data available to the United States for its review and duplication within 30 days.
44. 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 shall not affect the validity of any other part of the Agreement. Furthermore, the District and United States shall confer within 30 days of any such decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.
45. The District understands and acknowledges that in the event of a breach by the District of this Settlement Agreement, the United States may initiate judicial proceedings to enforce the EEOA and the specific commitments and obligations of the District under this Settlement Agreement; provided that the United States agrees that it will not initiate or pursue any enforcement action without first attempting to resolve issues by negotiating in good faith for 30 days, or until the parties reach an impasse, whichever comes sooner, over adequate

measures to correct any alleged shortcomings in the District's compliance with this Agreement.

46. The District understands and acknowledges that 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. Representatives of the United States 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 ELL obligations under the EEOA and this Agreement.
47. The following signatures indicate the consent of the parties to the terms of this Settlement Agreement. The date on which counsel for the United States signs the Settlement Agreement shall be the date that shall be considered to be the entry date of this Settlement Agreement.


For the United States of America:

ACTING ASSISTANT ATTORNEY GENERAL
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For the Ganado Unified School District #20:



William Allsbrooks, Superintendent

02/18/2014