

Settlement Agreement

between

The United States of America

and

The Plainfield, N.J. Board of Education

SETTLEMENT AGREEMENT

DEFINITIONS

1. “Plainfield School District” and “the District” refer to the Plainfield, N.J. Board of Education and the schools that it operates.
2. “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.
3. “ESL” refers to English as a Second Language.

PURPOSE

4. The Plainfield School District, by its undersigned counsel, agrees to the terms of this Settlement Agreement and to comply fully with its provisions in order to address and resolve the issues raised by the United States Department of Justice, Civil Rights Division (hereafter the “United States”) regarding the District’s federal legal obligations under the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1701 *et seq.* (hereafter “EEOA”).
5. In consideration for the commitments made herein by the Plainfield School District, the United States agrees not to initiate judicial proceedings to enforce the requirements of the EEOA regarding the District’s education of ELLs, including the District’s efforts to take appropriate steps to overcome language barriers that impede equal participation by ELLs in the District’s instructional programs.
6. 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. 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. This Settlement Agreement is undertaken as a

means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy.

GENERAL REQUIREMENT

7. The Plainfield School District shall, as required by the EEOA, 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

8. The District shall ensure that, at all locations in the District where ELLs may register to attend one of the District's schools, the District has posted the most current flyers and forms describing the documents required for student registration. The District shall post any such forms in English and in Spanish.

9. The District shall ensure that all personnel involved in the student registration process are trained in the procedures for administering the District's home language survey, including (but not limited to) the procedure that the home language survey must be given to all students who reside in homes where anyone speaks a language other than English.

10. At each school facility, the District shall compile a list of non-teaching personnel available to provide Spanish to English and/or English to Spanish translation assistance when necessary to serve ELL students and/or their parents, relatives, guardians or guests. The District shall ensure, to the extent practicable, that the individuals on each school's list are used to provide these translation services, and that ESL and/or Bilingual teachers are not pulled away from their teaching and/or class preparation responsibilities to serve as translators.

11. The District shall ensure that all appropriate school-based personnel are trained in using the District's translation services to access and download translated forms in languages

other than English, and in the procedures to follow when verbal language translation is needed in any languages that are not spoken by school-based personnel.

Instruction of ELLs

12. The District shall ensure that all ESL and Bilingual teachers receive training periodically (at least twice per school year) on how to implement the District's ESL curriculum. The training shall include, but is not limited to, guidance to teachers on how to implement the District's standards-based curriculum into their classroom instruction.

13. The District shall ensure that all teachers of mainstream classes (*i.e.*, teachers of classes that are not specifically a part of the ESL or Bilingual programs) receive training at least twice each school year regarding working with current and recently exited ELLs, and regarding coordinating with ESL and Bilingual teachers to identify and address any language barriers that may hinder current and/or recently exited ELLs from participating in mainstream classes.

14. The District shall ensure that, consistent with District policy and the applicable laws and regulations of New Jersey, all ELLs receive at least 150 minutes of ESL instruction each week during each school year.

15. The District shall operate a Port of Entry program that shall be available to high school aged ELL students who require a period of transition before entering the ESL and/or Bilingual programs offered at the high school level. The District shall update its Port of Entry program policy to permit, where appropriate, ELLs to participate in the program for longer than the customary one semester time period, particularly in circumstances where the students require additional time in the Port of Entry program to develop sufficient literary skills necessary to make the transition to the ESL and/or Bilingual programs offered at the high school. The District shall provide the United States with a copy of its updated Port of Entry program policy before the start of the 2003-04 school year.

16. The District shall develop and implement a program that shall be available to middle school aged ELL students who require a period of transition before entering the ESL and/or Bilingual programs offered at the middle school level. The District shall permit ELLs to participate in the program for a time period that is sufficient for them to develop sufficient literary skills necessary to make the transition to the ESL and/or Bilingual programs offered at the middle school level. The District shall provide the United States with a copy of the middle school program discussed in this Paragraph before the start of the 2003-04 school year.

17. To improve the exit rates at the middle and high school levels, the District shall, at the end of each school year, review the English language proficiency test results of all ELLs in the middle and high school levels. Based on that review, the District shall identify any areas where ELLs are having difficulty acquiring the English language and, as appropriate, shall adjust the curriculum for the next school year to address those areas.

Resource Allocation

18. The District shall ensure that the media center and library in each school facility are fully accessible to ELLs. The District's efforts in this regard shall include, but are not limited to, providing sufficient orientation and training to ELLs to enable them to use the written, audio, visual and computerized resources in the media center and library; and ensuring that each library has language-ability appropriate literary materials in English, as well as age-appropriate literary materials in the native language(s) of the ELLs served at the school facility, taking into account the number of ELLs served at each such facility.

19. The District shall ensure that, to the extent practicable and consistent with educationally sound practices, the student/teacher and staff/teacher ratios in classrooms serving ELLs are not higher than the student/teacher and staff/teacher ratios in mainstream classes in the same school that serve the same grade level and teach similar subject matter.

Integration of ELLs with Mainstream Students

20. The District acknowledges that ELLs are entitled to services that shall enable them to participate meaningfully in all of the District's educational and other programs for which they are eligible.

21. The District shall ensure that ELLs are integrated, to the extent practicable, with mainstream students in school instruction, school functions, co-curricular activities, and extracurricular activities. The District's efforts in this regard shall include, but are not limited to, the following:

a. In each school year, the District shall identify any ELLs whose test results indicate that they are fluent English speakers and are proficient in either reading English or writing English. The District shall place any ELLs that it identifies through this process in mainstream student classrooms for their language arts classes, with assistance to be provided by ESL teachers as appropriate.

b. At each school facility, the District shall identify, and incorporate into each school's education program, other opportunities for integrating all ELLs with mainstream students, including, but not limited to: having ELLs and mainstream students attend classes together in special classes such as art, music and physical education; and having ELLs and mainstream students participate in school functions such as recess, lunch and assembly in an integrated setting.

Monitoring & Support of Current and Exited ELLs in Mainstream Classes

22. The District shall implement a system for monitoring the academic performance of current and recently exited ELLs in mainstream classes. As part of this system, the District shall, on a quarterly basis: compile a list of current and recently exited ELLs who are enrolled in mainstream classes, and share this list with mainstream teachers; collect data on the academic progress of current and recently exited ELLs in mainstream classes; develop a system for

mainstream teachers to communicate periodically with the ESL site coordinator(s) at their school about the academic performance and progress of current and recently exited ELLs in the mainstream teachers' classes; and develop a system for, as appropriate, identifying and implementing any steps that should be taken to address any difficulties that any current or recently exited ELLs are experiencing in the mainstream classroom setting.

23. The District shall ensure that, as outlined in paragraph 13 of this Settlement Agreement, teachers of mainstream classes receive training regarding working with current and recently exited ELLs, and regarding coordinating with ESL and Bilingual teachers to identify and address any language barriers that may hinder current and/or recently exited ELLs from participating in mainstream classes.

Annual Reporting to United States

24. 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 15th, with the first report due July 15, 2003. 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, language group and language acquisition program (*e.g.*, Bilingual & ESL, ESL only, other), separately listing the number of ELLs who were not served in a language acquisition program and the number of ELLs who elected not to participate in a language acquisition program;

c. The number of students, by school and language group, who completed a home language survey in connection with registering for the school year preceding the annual report; the number of any such students who, based on their responses on the home language survey, were assessed to determine their proficiency with the English language; and the number of any such students who ultimately were identified as ELLs;

d. Copies, in English and in Spanish, of all forms related to student registration that are provided to students, parents, and/or the general public, as well as a list of other languages in which those forms are available;

e. Copies of each school's list of non-teaching personnel available to provide Spanish to English and/or English to Spanish translation assistance;

f. A list of Bilingual and ESL teachers, by school, grade, language(s), certification(s), and years experience;

g. A list of any training provided to District personnel in the following areas: procedures for administering the home language survey; procedures for using the District's translation; steps for implementing the District's ESL curriculum; teaching current and recently exited ELLs in mainstream classes, and coordinating with ESL and Bilingual teachers regarding serving ELLs in the mainstream classroom setting. For each such training, please describe the content of the training, provide the date(s) on which the training was provided, and provide the number and type of District personnel who attended the training.

h. The number of ELLs, by school, who were served in a Port of Entry program for one semester or less, and the number of ELLs, by school, who were served in a Port of Entry program for more than one semester;

i. The number of students, by school, language and language group, who were exited from one of the District's language acquisition programs;

j. The number of students, by school, language and language group, who were re-entered into one of the District's language acquisition programs;

k. A description of the areas that the District, in connection with paragraph 17 of this Settlement Agreement, has identified as being areas where ELLs are having difficulty acquiring the English language, and a description of how the District plans to adjust its curriculum to address those areas;

l. The number of books in English in each school library, and the number of books in Spanish in each school library;

m. For each school and grade, a list of the occasions per week in which ELLs (and particularly ELLs in the Bilingual program) are integrated with mainstream students in the same classroom, program, function or activity;

n. A description of any steps the District has taken to address any difficulties that current or recently exited ELLs are experiencing in the mainstream classroom setting;

o. A description of any material changes that the District plans to make to its procedures for registering and identifying ELLs, procedures for assigning ELLs and/or mainstream students to schools, ESL curriculum or Bilingual curriculum;

p. A description of any policies or procedures that the District proposes to implement in connection with complying with this Settlement Agreement; and

q. Any other information that the District believes will be helpful.

Recordkeeping

25. The Plainfield School District shall maintain records of all information pertinent to compliance with the terms of this Settlement Agreement and shall provide such information to the United States upon request.

ENFORCEMENT

26. The Plainfield School District acknowledges and understands 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 terms, commitments and obligations of the District under this Settlement Agreement.

27. The Plainfield School District acknowledges and understands that the United States, consistent with its responsibility to enforce the EEOA and notwithstanding the terms of this Settlement Agreement, retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any alleged violations of the EEOA by the District.

28. This Settlement Agreement, including signature page, ends on page ten (10). 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:

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END OF SIGNATURES