

Amended Settlement Agreement

between

The United States of America

and

The Prince William County School District

AMENDED SETTLEMENT AGREEMENT

DEFINITIONS

1. "The District" refers to the School Board of the Prince William County School District in Virginia, which operates the Fred Lynn Middle School.
2. "FLMS" refers to the Fred Lynn Middle School in Woodbridge, Virginia.
3. "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. Students with English Language Proficiency ("ELP") levels of 1, 2, 3, 4, and 5 based on the World-Class Instructional Design and Assessment ("WIDA") ELP assessment shall be considered ELLs under this Agreement.
4. "Former ELLs" refers to students who achieved a composite score of at least 5 and a literacy score on Tier C of at least 5 on the Assessing Comprehension and Communication in English State-to-State for English Language Learners test ("ACCESS"), including those with ELP level 6 in their first and second year of monitoring.
5. "ESL" refers to English as a Second Language, which is direct, explicit instruction about the English language that provides a systematic and developmentally appropriate approach to teaching language. "ESL teacher" refers to a teacher with an ESL license from the Commonwealth of Virginia or the equivalent license from another state.
6. "Sheltered content instruction" is a model for teaching grade-level content to ELLs by integrating language and literacy development into content area instruction. Sheltered content instruction systematically incorporates an array of teaching strategies that make

the content (*e.g.*, math, science, and social studies) more comprehensible to ELLs while promoting their English language development.

7. "ESOL services" refers to English for Speakers of Other Languages ("ESOL") services. In the District, ESOL services refers to: (1) ESL instruction by an ESL licensed teacher, and (2) sheltered content instruction, as required by paragraph 16 below: (a) co-taught by a certified content area teacher and an ESL licensed teacher, (b) by a teacher dually certified in the content area and ESL, or (c) by a content certified teacher adequately trained in sheltered instructional techniques. Classes in which some of these services are provided may include non-ELL students.
8. "Restructured Professional Development Plan" refers to comprehensive building-based professional development for all FLMS professional staff, including the Administrative Team in conjunction with all teachers of content, ESOL services, special education, reading, and Encore. This Plan shall include 45-hours of staff development during the 2011-12 school year, and at least 20 hours of follow-up professional development in the 2012-13 school year, that focuses on practical classroom application of instructional strategies appropriate for delivering and sheltering content for ELLs within the context of standards-based unit planning, instruction, and assessment.

BACKGROUND

9. The United States is conducting a review of the ELL services provided at FLMS. The United States has not concluded its review because it is awaiting additional information and documents, which it requested from the District and which the District is still gathering. Nevertheless, the United States has identified several serious compliance issues regarding the provision of ELL services at FLMS that needed to be addressed by the

District and FLMS during the 2010-11 school year. The compliance issues identified by the United States thus far pertain to the District's obligations to provide at FLMS: adequate and appropriate ELL services to all ELLs by qualified teachers, adequate and appropriate materials, and adequate and effective monitoring of current and exited ELLs to assess their progress and evaluate whether FLMS's ELL program is overcoming ELLs' language barriers in a reasonable period of time.

10. In an effort to avoid litigation, the Prince William County School District, by its undersigned School Board Chairperson, agreed to the terms of a 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 ("United States") regarding the District's legal obligations under the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1701 *et seq.* ("EEOA"). That Settlement Agreement was entered into on October 8, 2010, with the parties' understanding that it would address the compliance issues raised thus far by the United States regarding FLMS and that additional remedies concerning FLMS and/or the District might be needed as the United States continues its review. The United States makes no representations at this time regarding the District's compliance with the Settlement Agreement in the 2010-11 school year, and the District understands that additional relief may be needed to address any noncompliance during the 2010-11 school year. The Settlement Agreement was and is binding upon the successor members of the Prince William County School Board and successor Division Superintendents.
11. Following the 2010-11 school year, the parties agreed to amend certain provisions of the Settlement Agreement due to changed circumstances, and in order that the District could

meet certain obligations imposed by the Settlement Agreement in a manner that took into account those circumstances. Accordingly, the parties have entered into this Amended Settlement Agreement, which shall replace the original Settlement Agreement and become effective on the date of its entry. The date on which counsel for the United States signs the Amended Settlement Agreement shall be considered the entry date of this agreement. The Amended Settlement Agreement shall remain in effect until the United States determines that the District has complied fully with its provisions and its obligations under the EEOA, 20 U.S.C. § 1703(f). The parties anticipate that the District will achieve compliance after it submits its annual report for the 2012-13 school year. The United States will notify the District of any compliance-based objections within 90 days of receiving the 2012-13 report. This Amended Settlement Agreement is binding upon the successor members of the Prince William County School Board and successor Division Superintendents.

12. In consideration for the commitments made herein by the District, the United States agrees not to initiate judicial proceedings to enforce the requirements of the EEOA regarding the specific issues at FLMS addressed in the Settlement Agreement and Amended Settlement Agreement. The Settlement Agreement and Amended Settlement Agreement do not foreclose the United States from seeking court intervention to address other issues relating to the District's compliance with its EEOA obligations at FLMS or other schools in the District that are not addressed by the Settlement Agreement or Amended Settlement Agreement.
13. The Settlement Agreement and this Amended Settlement Agreement are undertaken as a means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy. The Settlement Agreement and Amended Settlement

Agreement shall not be construed as an admission of liability by the District to any violations of the EEOA.

GENERAL REQUIREMENT

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

SPECIFIC REQUIREMENTS

Instruction of ELLs

15. The District shall provide adequate and appropriate ESOL services to all ELLs at FLMS with ELP Levels 1 through 5. Toward that end, beginning in the 2011-12 school year and thereafter, the District shall ensure that FLMS provides the following ESL instruction to all ELLs:
- a. 135 minutes per day of direct ESL instruction to all ELLs at ELP Levels 1 and 2, with at least 90 minutes in an ELL-only English language arts (ELA) class, and up to 45 minutes in an ELL-only math class. This ESL instruction shall be provided by an ESL-licensed teacher through a self-contained, pull-out, push-in, or co-teaching model, provided the ESL-licensed teacher and other teacher (i.e., ELA or math teacher) have at least weekly common planning time;
 - b. 90 minutes per day of direct ESL instruction to ELLs at ELP Levels 3 and 4 by an ESL-licensed teacher at least 45 minutes of which per day is in an ELL-only ELA class and the other 45 minutes of which may be in another content class enrolling ELLs and non-ELLs. The ESL-licensed teacher shall provide the direct ESL instruction through a self-contained, pull-out, push-in, or co-teaching model,

provided the ESL-licensed teacher and the ELA teacher have at least weekly common planning time; and

- c. 45 minutes a day of direct ESL instruction to ELLs at ELP Level 5, by an ESL-licensed teacher in an ELA class enrolling ELLs and non-ELLs or only ELLs through a self-contained, pull-out, push-in, or co-teaching model, provided the ESL-licensed teacher and the ELA teacher have at least weekly common planning time.

The District shall ensure that the ESL instruction addresses the listening, speaking, reading, and writing standards contained in the WIDA English Language Proficiency (ELP) Standards that have been adopted by the Commonwealth of Virginia. The District shall group ELLs for ESL instruction by their ELP level and grade level, but if necessary to meet the levels of ESL instruction required by subsections (a)-(c) of this paragraph, the District may group Levels 1 and 2 together and Levels 3 and 4 together, and may group ELLs of the same or comparable consecutive ELP levels across two consecutive grades. The District shall ensure that all ELLs at FLMS are integrated with non-ELL students for recess, art, music, gym, lunch, library, and whatever other classes need not enroll exclusively ELLs to meet the District's obligations in this Amended Settlement Agreement. The District also shall ensure that ELLs are integrated, to the extent practicable, with non-ELL students in school functions, co-curricular activities, and extracurricular activities.

16. The District shall ensure that all ELLs at FLMS are enrolled in sheltered core content classes (math, science, and social studies) with (a) at least content-certified teachers who will have completed the training required by paragraph 19(b) by the end of the 2011-12

school year; and (b) wherever practicable for ELLs at ELP levels 1 and 2 with ESL-licensed teachers, who are also certified in the content area or co-teaching with a content-certified teacher. The District shall ensure that teachers of sheltered core content classes at FLMS: (a) use current sheltered instructional techniques (such as, for example, grouping students by language proficiency level, adapted materials and texts, visual displays, cooperative learning and group work, primary language support, and clarification) to make lessons understandable; and (b) use speech that is appropriate for the ELLs' English proficiency level(s). Beginning in the 2012-13 school year, once teachers have received the training required by paragraph 19(b), the District shall ensure that teachers of sheltered core content classes at FLMS: (a) use supplementary materials to support the content objectives and contextualize learning; (b) explicitly teach academic vocabulary that is relevant to the subject matter and appropriate to the ELLs' proficiency levels; (c) adapt content, including texts, assignments, assessments, and presentation of content in all modalities, within the ELLs' English proficiency level(s); (d) afford ELLs regular opportunities to practice and apply new language and content knowledge in English; (e) clearly explain academic tasks to ELLs; (f) teach reading comprehension skills (e.g., prediction, summarizing, making inferences, and identifying important information); (g) use reading strategies that include phonemic awareness, phonological awareness, decoding, word knowledge, and fluency, while taking into account the ELLs' ages and fluency; and (h) use reading strategies that are effective with ELLs (e.g., partner reading, reading aloud, and teacher think-alouds) and minimize the use of silent reading.

17. FLMS and the District shall cease counting the homeroom time at the beginning and end of the school day as direct ESOL services, and the District shall inform FLMS teachers that

they may not include this time as direct ESOL services when they report the amount of ELL services FLMS is providing to ELLs, either in writing or in the District's database.

18. The District shall ensure that all teaching staff at FLMS are informed that they may use native language support strategically to facilitate ELLs' comprehension in class.

Instructional and Administrative Staff

19. a. The District shall ensure that teachers of ELLs at FLMS are adequately trained to provide quality ESOL services to ELLs. To the extent practicable, the District shall ensure that teachers of ESOL instruction at FLMS have an ESL endorsement, or if this is not possible, a provisional ESL endorsement and are making consistent progress toward obtaining an ESL endorsement within three years, the time period required by the Virginia Board of Education. The District shall contact the United States should the Virginia Board of Education alter the required time period for obtaining ESL endorsement. If neither a fully endorsed ESL nor provisionally endorsed ESL teacher is available, then the District shall provide a teacher at FLMS who receives adequate and appropriate training from the District regarding providing ESOL instruction to ELLs prior to and during the school year.
- b. Under the FLMS Restructured Professional Development Plan, FLMS and the District shall ensure that all non-ESL-licensed sheltered content course teachers; all reading, math, science and social studies teachers; and all ESOL, special education, and Encore teachers providing services to ELLs; and all administrators and the FLMS IB Coordinator receive: 45-hours of mandatory professional development in the 2011-12 school year and at least 20 hours of mandatory follow-up professional development in the 2012-13 school year regarding the practical application of appropriate instructional

strategies for delivering and sheltering content for ELLs within the context of standards-based instruction, unit planning, and assessment. The Plan shall emphasize academic literacy, developing academic vocabulary aligned with the core content curriculum, reading development and comprehension, ESL methodologies, and sheltering strategies within the context of standards-based instruction. Key components of this required professional development shall include: effective instructional delivery of content to ELLs; explicit and ongoing training on how to co-teach for any ESL and content teachers who will be co-teaching; and progress monitoring of students and staff. The principal of FLMS shall evaluate and document whether the teachers who have received this mandatory professional development are using appropriate ESL and sheltering strategies in their content classes with ELLs, and if this principal is no longer available, FLMS shall use another administrator who is qualified and trained to perform this evaluation. The mandatory follow-up professional development in the 2012-13 school year shall address any deficiencies in the 2011-12 training that were documented in these evaluations.

20. When an ESOL position at FLMS is filled by a long-term substitute or temporary teacher by reason of necessity, and that teacher works or is expected to work more than 45 days, he or she shall commence the ESOL training required by paragraph 19(b) within 45 days of starting work and shall complete the training within a reasonable time. Wherever space permits, the District shall ensure that ELLs at FLMS with a long-term substitute or temporary teacher lacking an ESL license shall be transferred to classes with an ESL-licensed teacher unless a parent objects to the transfer in writing.

21. The District shall ensure that ESL teachers and content teachers assigned to co-teach at FLMS have common planning periods in which to plan for their co-taught instruction. In addition, the District shall provide a common planning period for all grade-level ESL teachers and grade-level general education teachers.
22. The District shall designate an official who will serve as the Settlement Agreement coordinator and have the ability to ensure compliance with the Settlement Agreement. The Settlement Agreement coordinator shall conduct a quarterly review both by onsite visit(s) and document review(s) to ensure that the District and FLMS are complying with the terms of the Settlement Agreement and this Amended Settlement Agreement, and shall provide a bi-annual written report evaluating and setting forth the District's and FLMS's status of compliance with the terms of the Settlement Agreement and this Amended Settlement Agreement. The District shall provide a copy of the biannual report to the United States within ten (10) days of its completion.
23. The Settlement Agreement Coordinator shall have the authorization of the District's Superintendent to require the principal of FLMS to take specific actions with respect to the provision of ELL services.
24. The Principal of FLMS shall have primary responsibility for ensuring the completion of the duties described in this paragraph, but may delegate such duties to the FLMS Department Chairperson for the ESOL Program, or other FLMS administrator:
 - a. Participate in all Child Intervention Committee, Eligibility, and Individual Education Plan ("IEP") meetings for students eligible for ELL services;

- b. Meet with each ESL and sheltered content teacher bi-monthly to review his or her student data notebook and case load documentation and to discuss any areas of concern;
 - c. Provide professional development and coaching as it relates to ESOL services;
 - d. Serve as the liaison between the ESOL staff and the principal of FLMS;
 - e. Be available to address other duties related to ESOL services as assigned by the Principal of FLMS and the District's Settlement Agreement Coordinator;
 - f. Review the performance of current and former ELL students enrolled at FLMS on an ongoing basis and make appropriate recommendations regarding ESOL services based on student performance;
 - g. Establish an open line of communication with parents of ELLs; and
 - h. Oversee and monitor the implementation of sheltered instructional techniques in all sheltered content classes, as required by paragraph 19(b) above, and the delivery of ESL instruction in all ESL classes required by paragraph 15 above.
25. The District shall monitor the progress that provisionally-licensed ESL teachers at FLMS are making toward full certification and shall require them to attain full certification within three years, the time period required by the Virginia Board of Education. The District shall contact the United States should the Virginia Board of Education alter the required time period for obtaining ESL certification. The District also shall monitor the progress that language arts, reading, math, science, and social studies teachers of ELLs at FLMS are making toward obtaining adequate training in sheltering techniques through the FLMS Restructured Professional Development Plan required by paragraph 19(b) above.

26. The District shall provide training for all current content, SPED and Encore teachers, in collaboration with ESOL teachers at FLMS, on how to integrate WIDA ELP Standards with the District's content area curriculum (Language Arts, Science, Math, Social Studies). Training shall be initiated for new ESOL teachers and aides at FLMS within forty-five (45) days of their first day of teaching and whenever possible before the start of the school year. After receiving the initial training, all ESOL teachers and aides at FLMS shall receive refresher training at least once a year.

Resource Allocation

27. The District shall provide adequate and appropriate instructional materials for ELLs at FLMS. Toward this end, the District shall conduct a complete review of FLMS's instructional materials for ELLs at the commencement of the 2011-2012 school year and shall provide FLMS with any materials needed for its ESOL and sheltered content classes by no later than the commencement of the second semester of the 2011-2012 school year. In conducting the review, the FLMS Principal shall interview each teacher providing services to ELLs in the ESOL, reading, math, science, and social studies classes at FLMS regarding their needs for classroom materials. The District shall provide to the United States a copy of its initial materials review by January 31, 2012, and its supplemental review by July 10, 2012. The District shall ensure that ESOL, reading, math, science, and social studies teachers at FLMS are retrained regarding how to obtain ELL-related materials in the 2011-2012 school year. Thereafter, the FLMS Principal shall annually survey all ESOL and sheltered content teachers at FLMS regarding the adequacy of their ELL-specific materials and shall address any reported inadequacies within six months.

Special Education

28. The District shall provide special education services and ESOL services to all students at FLMS who are eligible for both such services. The District shall not deny ESOL services to special education students who qualify for ESOL services at FLMS, and shall not deny special education services to students who are ELLs at FLMS and qualify for special education (SPED) services. The District may not modify the amount or the method of providing ESOL services prescribed in paragraphs 15 and 16 above for SPED ELLs unless such modifications are determined necessary by the student's IEP or Section 504 team in conjunction with the ESL teacher who has that student on his/her ESOL caseload and the FLMS Department Chairperson for the ESOL Program, through a documented team process. If such modifications are deemed necessary, under no circumstances shall the District entirely deny ELL services by an ESL-licensed teacher to a SPED ELL, and the District shall ensure at least one daily 45-minute period of ESOL services or its equivalent per week. This time shall not include travel time between classrooms.
29. The District shall expressly inform parents that dually identified SPED and ELL students at FLMS are eligible for both ELL and SPED services.
30. The District shall ensure that all IEP teams consider the language needs of all SPED ELL students at FLMS as such needs relate to their IEPs. As of the entry date of this Settlement Agreement, the IEPs shall include the FLMS students' ACCESS scores and ELP Levels. The "Category 2 Special Education Folder" shall contain documents which identify the languages in which SPED assessments were conducted; modifications, if any, of standard assessment procedures; the qualifications of the individuals completing the SPED assessments; and the impact of language on the interpretation of the data, including a

determination by the special education eligibility team that the ELL's level of English proficiency is not determinative of the decision to administer SPED services. Toward that end, the District shall evaluate ELLs at FLMS in their native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to do so.

31. The District's notices regarding its special education vacancies at FLMS shall express an interest in candidates with ESL and bilingual credentials and foreign language fluency.

Monitoring Current and Exited ELLs and Evaluating ESOL Services

32. The District shall ensure that FLMS's ESOL teachers, ESOL Department Chair, and Principal adequately implement the District's policy for reclassifying students per the District's ESOL Procedural Manual, and shall provide immediate training/retraining to these persons in these procedures at FLMS during the first semester of the 2011-2012 school year.
33. The District and FLMS shall implement a system for monitoring the academic performance of current and recently exited (*i.e.*, exited within the past two years) ELLs at FLMS. As part of this system, all current ELLs should be identified by their ELP levels on all class rosters. All recently exited students should be identified as former ELLs (*i.e.*, Level 6, year 1 and 2) for two years on all class rosters. The District and FLMS shall conduct a quarterly review of current ELLs with ELP Levels 1 to 5 by reviewing at least their grades, standardized test scores, and progress reports. If this review indicates that the ELL needs additional ESOL services, the District shall provide an appropriate level of ESOL services as soon as possible but by no later than 30 days. The District shall monitor

Level 6, year 1 and year 2 students at FLMS twice per year by reviewing at least their grades, standardized test scores, and progress reports to determine if these students need any academic support services (e.g., tutoring) or need to be reentered into direct ESOL services. If a student with ELP Level 6 being monitored under this paragraph fails to make academic progress, as measured by grades and assessments, at any time during the two-year monitoring period, and if a school-based team familiar with the student determines that this failure is due to a lack of English proficiency, the student shall be provided with appropriate ELL services with parental consent.

34. For the duration of the original Settlement Agreement, the District shall perform a longitudinal cohort analysis of FLMS's ELL program by disaggregating and monitoring the following data by current and former ELLs at FLMS during 2010-2011 school year, and current ELLs and former ELLs at and from FLMS in subsequent years: performance on standardized tests, including Virginia SOLs and ACCESS; exit rates; enrollment in special education and enrichment programs (e.g., gifted classes); and retention-in-grade rates. The District shall use these data to analyze the performance of a cohort of current ELLs at FLMS and a cohort of former ELLs at and from FLMS longitudinally over the term of this Agreement to evaluate whether the District's ESOL services are overcoming ELLs' language barriers within a reasonable period of time and enabling ELLs' meaningful participation in all aspects of the educational program. Specifically, the District shall track a cohort of students who are current and former ELLs at FLMS in the 2010-11 school year and remain at FLMS or one of the District's high schools over the course of the original Agreement. Cohort analysis information for the previous academic year will be submitted October 20 of each year through October 20, 2013.

REPORTING TO THE UNITED STATES

35. The District agrees to respond fully to requests from the United States for information and documents related to ELL services at FLMS within thirty days unless exigent circumstances require an extension.
36. The District shall provide to the United States annual reports detailing its efforts to comply with the provisions of the Settlement Agreement and this Amended Settlement Agreement by July 10th of each year of this Agreement. 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. a list of all ELLs at FLMS by name, grade, ELP level, special education status, and native language who received ESOL services, including the type and duration of services provided (*e.g.*, daily 45-minute periods of sheltered math, science, and social studies and a 45-minute daily period of ESL) and the name(s) of the teacher(s) providing the services;
 - b. (i) a list of ELLs at FLMS by name, grade, ELP level, and native language who opted out of ESOL services, and a copy of any forms signed by parents who requested to opt their children out of ESOL services; and (ii) a list of ELLs at FLMS by name, grade, ELP level, and native language who did not opt out of ESOL services and who did not receive the (a) ESL instruction in the amount and

manner required by paragraph 15; (b) the sheltered content instruction required by paragraph 16, identifying each core content area in which it was not provided; and (c) an explanation for any noncompliance with paragraphs 15 and 16.

- c. copies of all forms related to student registration and ELL eligibility that are provided to students, parents, and/or the general public, as well as a list of other languages in which these forms are available;
- d. a list of all FLMS ESOL and sheltered content teachers by grade, language(s) that they speak, certification(s), and ELL-related training they have received;
- e. a list of all ELL-related training provided to FLMS instructional personnel, including a description of the content of each training, the date(s) of the training, and the number and position of the attendee(s);
- f. the class rosters of the ESOL, co-taught, and sheltered instruction classes provided to ELLs at FLMS, including the name of the teacher(s), the times of the class, and students' names, ELP levels, and grade levels;
- g. the name(s) and number of students by grade and native language who were exited from the District's ELL program at FLMS;
- h. the name(s) and number of Level 6, year 1 and year 2 students at FLMS by grade and native language who were re-entered into the District's ELL program;
- i. the name(s) and number of special education teachers and aides at FLMS with ESL/ELD certification(s), noting their training and/or certification(s), and their foreign language fluency.
- j. the name(s) and number of ELLs at FLMS 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, noting the nature and duration of such services;
- k. a description of the District's system for monitoring Level 6, year 1 and year 2 students at FLMS (referenced in paragraph 33) over a two-year period, specifying the data that are monitored and including a copy of the monitoring forms for each student who exited within the past two years and a description of the quarterly monitoring for current ELLs at FLMS including a copy of the quarterly monitoring sheets;
- l. a description of the District's progress at FLMS in obtaining appropriate materials for its ELLs, including a list of newly obtained ELL-related materials; and
- m. any other information that the District believes will be helpful.

ENFORCEMENT

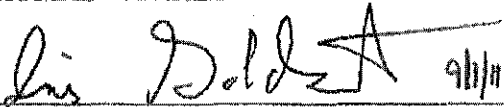
- 37. The District shall maintain records of all information pertinent to compliance with the terms of the Settlement Agreement and Amended Settlement Agreement and shall provide such information to the United States upon request. This information includes but is not limited to records of all ESOL services that FLMS provides to each ELL, including the subjects, teachers, and duration (*e.g.*, Monday to Friday, 1 hour) of his/her services, as well as his/her name, ELP level, grade level, and special education status, if any.
- 38. The District acknowledges that the United States, through its representatives and any consultant or expert it may retain, has the right to conduct an on-site review of FLMS to evaluate compliance with the terms of this Agreement upon giving reasonable notice and consultation with the District to minimize any disruption to the education process at

FLMS. The District acknowledges that the United States, through its representatives and any consultant or expert it may retain, has a right to conduct an onsite review of the District's schools to assess compliance of the ELL services with federal law. This right includes speaking directly with FLMS and District employees who are not administrators and have questions, concerns, or other information to raise with the United States.

39. The District acknowledges and understands that, in the event of a breach by the District of the Settlement Agreement or this Amended Settlement Agreement, the United States may initiate judicial proceedings to enforce the EEOA and the specific terms, commitments and obligations of the District under such Agreements. The District acknowledges and understands 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 existing or future violations of the EEOA by the District.
40. The following signatures indicate the consent of the parties to the terms of this Amended Settlement Agreement.

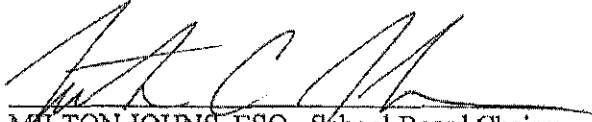
For the United States of America:

ASSISTANT ATTORNEY GENERAL
THOMAS E. PEREZ

A handwritten signature in black ink, appearing to read "Iris Goldschmidt", with a date "9/11/11" written to the right of the signature.

EMILY H. MCCARTHY (District of Columbia Bar # 463447)
IRIS GOLDSCHMIDT (District of Columbia Bar # 435491)
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Civil Rights Division
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For the Prince William County School District:

A handwritten signature in black ink, appearing to read 'Milton Johns', written over a horizontal line.

MILTON JOHNS, ESQ., School Board Chairman
Prince William County School Board
Edward L. Kelly Leadership Center
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