

07-10-12

Supplemental Agreement

Between

The United States of America

And

The Worcester, MA Public Schools

SUPPLEMENTAL AGREEMENT

On January 26, 2009, the United States and the Worcester School District ("District") entered into a settlement agreement ("Original Agreement") to address and resolve 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"). See Original Agreement at ¶ 11. The terms of the Original Agreement provide that it shall remain in effect for three full school years following the date it is entered into by the parties. *Id.* at ¶ 13. Pursuant to these terms, the Original Agreement is scheduled to expire at the conclusion of the 2011-2012 academic year.

The United States and the District have mutually determined that it is in the interests of both parties to extend the duration of the Original Agreement by one academic year. Absent any compliance-based objections raised by the United States, the Original Agreement will expire ninety (90) days after the District submits all of the reporting obligations required by Paragraph 48 of the Original Agreement reflecting its full compliance in the completed 2012-2013 academic year.

The purpose of this Supplemental Agreement, as reflected below, is to (1) memorialize the parties' agreement to extend the duration of the Original Agreement by one academic year, (2) memorialize the parties' shared understanding of the compliance-related activities that will occur in connection with the Original Agreement during the 2012-2013 academic year, and (3) initiate the implementation of specific policies and practices to address areas of inadequate compliance raised by the United States on the basis of annual reports submitted by the District under the Original Agreement.

To this end, the parties hereby agree as follows:

Extension of the Duration of the Existing Agreement

1. Paragraph 13 of the Original Agreement is hereby modified to provide that absent any compliance-based objections raised by the United States, the Original Agreement shall remain in effect until ninety (90) days after the District submits all of the reporting obligations required by Paragraph 48 of the Original Agreement reflecting its full compliance in the 2012-2013 academic year, subject to the conditions set forth in Paragraph 49 of the Original Agreement.
2. The United States shall have the right to conduct site visits during the 2012-2013 academic year to assess the District's compliance. These site visits may include, but are not limited to, the following activities: (1) interviews with school-level and District-level personnel; (2) reviews of student records; (3) classroom observations; (4) observation of the student intake process; and (5) requests for documents prior to each visit and on site, such as class rosters, daily schedules for students and teachers, information reflecting the qualifications and training of District employees, and specified student records.
3. This Supplemental Agreement shall not be construed as an admission of liability by the District to any violations of the EEOA or to any violations of the Original Agreement.
4. The provisions of the Original Agreement have been modified only as explicitly provided herein. All other provisions of the Original Agreement remain in full force and effect.
5. The following signatures indicate the mutual consent of the parties to the terms of this Supplemental Agreement. The date that counsel for the United States signs the Supplemental Agreement shall be considered the entry date of this Supplemental Agreement.

ELL Services for Students

6. The District shall ensure that all students in grades K-12 who are referred for language testing are assessed with a valid and reliable English language proficiency test to determine the students' English proficiency in all four language domains of listening, speaking, reading, and writing. The District shall follow the assessment's process for generating an overall English language proficiency level for each ELL and shall properly align these overall levels with the overall proficiency levels of 1 through 5 generated by the Massachusetts English Proficiency Assessment (MEPA) and the MELA-O or any other English language proficiency test that replaces them to ensure that ELLs receive ELL services that are appropriate for their level of proficiency, as set forth in this Agreement.
7. The District shall ensure that all intake personnel at the Parent Information Centers (PICs), and the schools who are involved in student registration and assessment receive training on the following tasks:
 - a. Completing the intake/registration forms of students, including the HLS;
 - b. Ensuring that students' English proficiency is properly assessed in all four language domains of listening, speaking, reading, and writing and that the determination of each ELL's overall proficiency level reflects an accurate, valid, and reliable interpretation of those results;
 - c. Referring appropriate ELL students to the SPED department for potential evaluation or provision of SPED services if they have a current IEP, or there is some other indication that the student may have a disability or may require special education or related services; and
 - d. Informing parents/guardians in a language they understand of the District's ELL services and programs, including responding to parental questions regarding assessment and placement procedures.

8. Students designated as FLEPs shall be flagged as FLEPs on teachers' class rosters. Consistent with the District's exiting protocols, the LATs at the individual schools and the OELL shall monitor the academic progress of such students after every marking period for two years to determine if they require any ELL services. Any newly identified FLEP student who fails to make adequate academic progress, as measured by valid and reliable indicators, including, but not limited to, grades, assessments, and standardized tests, during their monitoring period shall be provided appropriate ELL services that adequately address the student's academic needs. As of the start of the 2012-2013 school year, the District shall track and monitor school-level reports to ensure that FLEP students are appropriately monitored by school staff and that appropriate interventions and services are put in place for FLEP students who are not making adequate academic progress. Paragraph 48 of the Original Agreement is modified to add the following reporting requirement: The District shall provide to the United States by January 15, 2013 and June 1, 2013 a list of FLEP students, disaggregated by school, who were identified as requiring additional academic or ELL services.
9. In each school enrolling ELLs, the District shall ensure that all ELLs receive SEI content instruction with ESL certified teachers or certified teachers who have completed training in Categories 1, 2, and 4 or obtained the SEI Teacher Endorsement.¹
10. The District shall ensure that all ESL instruction is provided by a teacher who is certified in ESL and qualified to teach ESL. Toward that end, the District shall utilize the

¹ The parties are aware that SEI training requirements set by the MADESE have been altered and agree that the Category training mandates set forth in this Agreement shall be replaced with any new MADESE training requirements or timelines that directly supersede them, provided the United States has determined that those new requirements and timelines adequately prepare educators to provide SEI instruction.

following methods or resources to recruit, hire, assign, retain, and/or train adequate numbers of ESL certified teachers for its ELLs, among others:

- a. ESL professional development for ESL staff;
- b. ESL professional development for HILT teachers;
- c. The District agrees to ensure that newly hired core content teachers shall adhere to applicable current DESE regulations and guidelines concerning ESL qualifications. The District shall agree that decisions regarding the granting of professional status to teachers shall take into account current applicable DESE regulations and guidelines for ESL qualifications for teachers.
- d. Subject to the District's collective bargaining rights and obligations, the District shall require all non-professional year one and year two core content teachers of ELLs to obtain an ESL certification or obtained the SEI Teacher Endorsement as a condition of obtaining professional status.²

Ensuring Access to Information for LEP Parents

11. The District shall provide LEP parents with meaningful access to information provided to non-LEP parents. To identify LEP parents, when a parent registers a child in a District school, the District shall ask the parent, in a language they understand, whether they need oral and/or written communications in a language other than English. Once the District becomes aware of parents' communication needs, the District shall record such information in a student information database and communicate with such parents in a manner that provides them with meaningful access to information that is provided to other parents.
12. The District shall use the information recorded pursuant to Paragraph 11 above, to identify the language(s) for which it needs qualified translators and interpreters.

² See note 1.

13. As determined by students' data generated by the Home Language Survey, the District shall provide translation and interpretation services to LEP parents as follows:
- a. When notices or documents containing essential information³ are distributed at the District or school level, the District shall provide prompt written translation in the major languages⁴ to LEP parents who request communications in those languages or whose need for communications in such languages otherwise becomes apparent. ;
 - b. When a District employee(s) communicates with LEP parents orally regarding essential information, the District's communication shall be in a language the parent understands by means of a qualified interpreter, unless circumstances require that the District communicate immediately with the parents and it is not feasible to immediately obtain a qualified interpreter, in which case, the parents will be provided with interpreter services and/or translation as soon as practicable. With respect to non-essential information, the District shall provide written translation or oral interpretation upon receiving reasonable, specific parental requests.
14. Once the District has translated a document or created a template, if changes are made to the English version of the document, the District shall update the translated document within a reasonable period of time to ensure consistency with the English version.

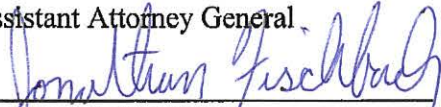
³ "Essential information" includes, but is not limited to: (a) information about special education matters arising under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act (e.g., IEP or 504 meetings), however does not include all special education evaluations, assessments and like documents, copies of which may be initially provided to parents in English in accordance with the timetables established by the IDEA and state law, and shall be translated as soon as practicable; (b) report cards and other academic progress reports; (c) information about the disciplinary process; (d) requests for parent permission for student participation in District/school sponsored programs and activities; (e) 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-curriculars, activities requiring an application, parent-teacher conferences, open houses); (f) student handbooks; (g) documents concerning enrollment or registration; (h) documents concerning academic options and planning; (i) 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 ELL services; (j) information related to public health and safety unless there is an immediate health or safety emergency, at which time information may be initially distributed in English with interpreter and/or translation to follow as soon as practicable; (k) information about how to obtain translation and interpreter services from the District free of charge; and (l) any other written information describing the rights and responsibilities of parents or students and the benefits and services available to parents and students. This definition replaces the definition of "essential information" set forth in Footnote 1 of the Original Agreement.

⁴ The term "major languages" shall mean Spanish, Vietnamese, Albanian, Portuguese, Arabic, Twi and Patois. For major languages that do not have an available written convention, the District may provide oral interpretation in lieu of written translation.

Beginning in the 2012-13 school year, the District will provide central office and school-based staff with electronic access to an inventory of currently-available translated District-level and school-specific documents, and shall continue to expand the inventory to include translations in the major languages

For the United States:

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END OF SIGNATURES