

**Settlement Agreement between
the United States of America
and
the Prince William County School District**

SETTLEMENT AGREEMENT

DEFINITIONS

1. “The District” refers to the School Board of the Prince William County School District in Virginia.
2. “ELs” refers to students who are English Learners, Limited English Proficient (“LEP”), 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 ELs under this Settlement Agreement (“Agreement”).
3. “Former EL” 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.
4. “ELD” refers to English Language Development, which is direct, explicit instruction about the English language that provides a systematic and developmentally appropriate approach to teaching language within the context of academic content from grade level curriculum. The District also refers to ELD as English as a Second Language (“ESL”) instruction. ELD and ESL instruction in the District also address the listening, speaking, reading, and writing standards in the WIDA ELD Standards.
5. “ESL-endorsed teacher” refers to a teacher with an ESL endorsement from the Commonwealth of Virginia or the equivalent license or endorsement from another state.

6. “ESOL services” refers to English for Speakers of Other Languages (“ESOL”) services. In the District, ESOL services refers to: (1) ESL/ELD instruction by an ESL-endorsed teacher, and (2) sheltered content instruction, as required by paragraphs 23-24 below: (a) co-taught by a certified content area teacher and an ESL-endorsed teacher, (b) taught by a teacher dually certified in the content area and ESL, or (c) taught by a content certified teacher adequately trained in EL instructional techniques, as required by paragraph 32 below.
7. “Sheltered content instruction” (“SI”) is a model for teaching grade-level content to ELs by integrating English language and literacy development into content area instruction. Sheltered content instruction systematically incorporates an array of teaching strategies that make the content (*e.g.*, language arts/English/reading, math, science, and social studies) more comprehensible and accessible to ELs while promoting their English language development both in EL-only and EL + non-EL inclusionary instructional settings.
8. “EL Professional Learning Plan” refers to an individualized plan required for all non-ESL endorsed SI and special education teachers of ELs. As explained further in paragraph 32, this plan shall include 40 to 45 hours of professional development over three school years and at least 15 to 20 hours of site-based follow-up training across the three school years to ensure transfer of the training to the teachers’ SI classrooms to total at least 60 hours of professional development. This professional development shall focus on practical classroom application of instructional strategies appropriate for planning, delivering, and sheltering content for ELs within the context of standards-based unit and lesson planning,

instruction, and assessment and shall include ample opportunities for modeling, practicing, and receiving feedback regarding such strategies.

9. “IEP” refers to an Individualized Education Program under the Individuals with Disabilities Education Act (“IDEA”), and “Section 504 plan” refers to a plan designed to meet the individual educational needs of a student with a disability under Section 504 of the Rehabilitation Act of 1973 (“Section 504”). “IEP Team” and “Section 504 Team” refer to the teams constituted under these laws to: identify the student’s individual needs; propose placements, programming or services; and/or develop an IEP or Section 504 plan for the student.
10. “SWD” refers to a student with a disability under Section 504 or a student who is eligible for special education under the IDEA. “EL SWD” refers to a SWD student who is also an EL.
11. “Major Languages” refers to the languages other than English most commonly requested for translations and/or interpreters by LEP parents in the District, including Spanish, Urdu, Arabic, Vietnamese, Korean, and any other language that the District shall add whenever its Student Information Management System (“SMS”) indicates that the number of LEP parents requesting that language reaches 50.
12. “Essential information” includes, but is not limited to: (a) information about special education matters arising under the IDEA or Section 504 (*e.g.*, IEP or 504 meetings); (b) report cards and other academic progress reports; (c) information about the disciplinary process, including due process procedures; (d) requests for parent permission for student participation in District/school sponsored programs and activities; (e) promotional materials and announcements distributed to students and parents that contain information

about school and District activities for which notice is needed to participate in such activities, including testing, co-curriculars, activities requiring an application, parent-teacher conferences, and open houses; (f) parent 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 EL services; (j) information related to students' public health and safety in the District; and (k) any other written information describing the rights and responsibilities of parents or students with respect to their schooling and the benefits and services available to parents and students related to their education in the District.

BACKGROUND

13. The United States conducted a review of the EL services provided throughout the District. The United States has identified several serious compliance issues regarding the provision of EL services that need to be addressed moving forward. The compliance issues identified by the United States pertain to the District's obligations to provide: appropriate ESOL services to all ELs, qualified ESL/ELD and sheltered content teachers, qualified administrators of ESOL programs, appropriate procedures and services for EL SWDs, adequate materials to implement ESOL services, meaningful communications with LEP parents, appropriate registration materials and opt-out procedures, nondiscriminatory student discipline, and effective monitoring and evaluation of the District's EL programs.
14. The parties have entered into this Settlement Agreement, and the date on which the United States signs shall be considered the entry date. The 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 Equal Educational Opportunities Act (“EEOA”), 20 U.S.C. § 1703(f), provided that, the parties may, upon mutual written agreement, amend this Settlement Agreement to address changed circumstances and/or to improve the delivery of services to ELs. The parties anticipate that the District will achieve compliance after it submits its semi-annual report in December 2016. The United States will notify the District of any compliance-based objections in writing within 90 days of receiving the December 2016 report. This Settlement Agreement is binding upon the successor members of the Prince William County School Board and successor Division Superintendents.

15. 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 addressed in the Settlement Agreement. The Settlement Agreement does not foreclose the United States from seeking court intervention to address other issues relating to the District’s compliance with its EEOA obligations that are not addressed by the Settlement Agreement.

16. The Settlement Agreement is undertaken as a means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy. The Settlement Agreement shall not be construed as an admission of liability by the District for any violations of the EEOA.

GENERAL REQUIREMENTS

17. 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).

ESOL SERVICES

18. The District shall provide adequate and appropriate ESOL services to all ELs with ELP Levels 1 through 5. Toward that end, beginning in SY 2013-14 and thereafter, the District shall ensure that each school provides the following:
- a. the minimal amount of ELD instruction prescribed for each ELP level in Row 1 of the attached charts for grades K-5, 6-8, and 9-12, which are incorporated into this Agreement by reference and attached as Attachments A, B, and C;
 - b. the minimal amount of SI prescribed for each ELP level in Row 8 of the attached charts for grades K-5, 6-8, and 9-12; and
 - c. the ELD and SI shall be provided in the instructional settings, subjects, groupings, and service delivery models prescribed by (i) Rows 2-8 of the attached charts for grades K-5, 6-8, and 9-12 and (ii) the attached ESOL Program Definitions of Terms, which are incorporated into this Agreement by reference and attached as Attachment D.
19. As prescribed in Row 2 of the attached K-5, 6-8, and 9-12 charts, the District shall ensure that all ELD instruction is provided by an ESL-endorsed teacher to ELs at levels 1-5; however, if necessary to ensure that all ELs at levels 1-4 receive the amount of ELD prescribed by Row 1 of the attached K-5, 6-8, and 9-12 charts with an ESL-endorsed teacher, a teacher trained in EL techniques, as defined in paragraph 32 and the attached Definitions, may provide ELD instruction for only level 5 ELs. As prescribed in Row 4 of the attached K-5, 6-8, and 9-12 charts, the District shall ensure that the ELD instruction required by Row 1 is provided in a language arts, English, or Reading class and that the SI required by Row 8 is provided in math, science, and social studies; however, if it is not

possible for a school to schedule the amount of ELD required by Row 1 for all ELs, ELD instruction for level 4-5 ELs may be provided in math, social studies, or science, and their SI instruction may be provided in a language arts, English, or reading class. ELD strategies also shall be incorporated in grade-level content classes that count toward the SI required by Row 8.

20. As prescribed by Row 6 in the attached K-5, 6-8, and 9-12 charts, the ELD instruction required by Row 1 may be provided to all ELs through an (i) EL-only class, (ii) a pull-out, (iii) inclusion ELD for level 4-5 ELs only, or (iv) EL co-taught model, provided (a) the definition of EL co-taught in the attached Definitions (Attach. D) is met; and (b) the ESL-endorsed teacher and other teacher (*e.g.*, elementary education teacher, elementary reading teacher, English secondary teacher) have at least weekly common planning time and training on how to co-teach ELD. ELs at levels 4-5 may be included with non-ELs for ELD instruction in a Co-taught or inclusion ELD model, provided (a) the definition of Co-taught in the attached Definitions is met; and (b) the ESL-endorsed teacher and other teacher have at least weekly common planning time and training on how to co-teach ELD.
21. The District shall ensure that the ELD instruction addresses the listening, speaking, reading, and writing standards contained in the WIDA ELD Standards that have been adopted by the Commonwealth of Virginia.
22. The District shall group ELs for ELD instruction by ELP level and grade level where possible, but if necessary to meet the levels of ELD instruction required by Row 1 of the attached K-5, 6-8, and 9-12 charts, the District may group ELs for this instruction with more than one ELP level or grade level, provided the grouping is consistent with the terms of Row 5 of the attached charts.

23. The District shall ensure that ELs receive the minimum amounts of SI prescribed by Row 8 of the attached charts for K-5, 6-8, and 9-12 ELs. The District shall ensure that all ELs enrolled in SI classes (Language Arts/English/reading, math, science, and social studies) are with (a) a teacher dually certified in the content area and ESL; (b) a content-certified teacher and an ESL-endorsed teacher in a co-teaching setting who have common planning time and adequate training on co-teaching content to ELs; or (c) if (a) or (b) is not possible, content-certified teachers trained in EL techniques, as defined in paragraph 32 and the attached Definitions, or who are taking the training required by paragraph 32 and on track to complete it within three years (*i.e.*, by the end of SY 2015-16).
24. The District shall ensure that teachers of ELD and teachers of SI classes (a) use current sheltered instructional techniques (such as, for example, grouping students in consideration of language proficiency level, adapted materials and texts, visual displays, cooperative learning and group work, primary language support, clarification, and activating background knowledge) to make lessons understandable and differentiated for ELs, EL SWDs, and gifted ELs; and (b) differentiate instruction so that it is appropriate for the ELs' English proficiency level(s). Beginning in the fourth school year, once teachers have received the training required by paragraph 32, the District shall ensure that teachers of ESL and SI classes cultivate a culturally responsive learning environment by: (a) using supplementary materials to support the content and language objectives and contextualize learning; (b) explicitly teaching academic vocabulary that is aligned with the core content material and appropriate to the ELs' proficiency levels; (c) scaffolding content, including texts, assignments, assessments, and presentation of content in all modalities, within the ELs' English proficiency level(s); (d) affording ELs regular opportunities to practice and

apply new language and content knowledge in English; (e) clearly explaining academic tasks structured for ELs; and addressing academic literacy by (f) teaching reading comprehension skills (*e.g.*, prediction, summarizing, making inferences, and identifying important information); (g) using reading strategies that include phonemic awareness, phonological awareness, decoding, word knowledge, and fluency, while taking into account the ELs' ages and fluency; and (h) using reading strategies that are effective with ELs (*e.g.*, partner reading, reading aloud, close reading, and teacher think-alouds) and minimize the use of silent reading, (i) using research-based, effective writing strategies for ELs, and (j) regularly planning unit instruction and daily lessons that incorporate these strategies into an integrated lesson of ELD and core content instruction.

25. The District shall continue to develop standards-based supplements to the State's curriculum framework that will include explicit guidance on how to integrate WIDA ELD Standards with the Virginia Standards of Learning content area frameworks (LA/English, Science, Math, and Social Studies) in a manner appropriate for the ELP levels of ELs to illustrate differentiating instruction and to address the four language domains in the context of standards-based planning and instruction. The District shall produce a K-12 guide to model standards-based unit and lesson planning; this guide shall address how to: write content and language objectives for each core area; identify K-12 academic vocabulary aligned with the core content curriculum appropriate to ELP levels; and align leveled reading and EL-specific titles to state standards in the K-12 core curriculum appropriate to ELP levels. As the materials are completed, the District shall post them on the ESOL Office and core specific School Fusion site so that all teachers in the District may use these

tools to teach ELs, and shall notify at least ELD and SI teachers of the posting by email.

The District shall complete the development of the materials by the end of SY 2015-16.

26. The District shall ensure that all ELs are integrated with non-EL students for recess, art, music, gym, lunch, library, and are not unnecessarily segregated from non-ELs in other classes given their ELP levels, time and progress in the ESOL program, and the nature of their ESOL services, including whatever other classes need not enroll exclusively ELs to meet the District's obligations in this Settlement Agreement, which includes core content classes, consistent with the terms set forth in the attached K-5, 6-8, and 9-12 charts. The District also shall ensure that ELs are integrated with non-EL students in school functions, co-curricular activities, and extracurricular activities.

27. The District shall cease counting the homeroom time at the beginning and end of the school day as direct ESOL services, and shall cease counting support provided by non-certified classified staff or non-ESL-endorsed teachers who lack, or who are not on track to obtain,¹ adequate training in EL and sheltered techniques as fulfilling the requirement for direct ESOL services. The District shall inform Case Managers that they may not include this time as direct ESOL program services when they report the amount of ESOL services, either in writing or in the District's SMS database.

28. The District shall ensure that all teaching staff are informed that they may use native language strategically to facilitate ELs' comprehension in class.

Instructional and Administrative Staff

29. The District shall ensure that teachers of ELs are adequately trained to provide quality ESOL services to ELs across the ELP and grade levels they are assigned to teach.

¹ Teachers will be considered "on track" if they are taking the training required by paragraph 32 and are on track to complete it within three years (*i.e.*, by the end of SY 2015-16).

30. The District shall ensure that teachers of ELD instruction 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. The District shall require teachers with provisional ESL endorsements to attain the full ESL endorsement within three years, and if any do not, the District shall no longer assign these teachers to provide ELD instruction.
31. In the rare circumstances that neither a fully endorsed ESL teacher nor a provisionally endorsed ESL teacher is available, the District shall provide an English language arts teacher, Reading teacher, or K-5 elementary teacher who receives adequate and appropriate training from the District regarding providing ELD instruction to ELs prior to and during the school year at issue. Such training shall include the teacher's completion of at least the ELD-specific parts of the EL Professional Learning Plan by the end of the school year at issue and continual progress toward obtaining the provisional ESL endorsement by the end of the school year at issue. If the ESL teacher fails to meet these training requirements, the District shall not assign the teacher to teach ELD again until s/he obtains at least the provisional ESL endorsement.
32. The District shall implement the EL Professional Learning Plans for all non-ESL-endorsed SI and special education teachers of ELs. Under the EL Professional Learning Plans, the District shall ensure that all non-ESL-endorsed SI teachers and all special education teachers providing services to ELs complete: 40 to 45 hours of mandatory professional development over three years and at least 15 to 20 hours of mandatory site-based follow-up

training (*e.g.*, expert and peer coaching, model classroom visits, collaborative student work analyses, and strategy-sharing in professional learning communities) to ensure transfer of the training into the classroom across the three years for a total of at least 60 hours of training. For a teacher to be considered on track to complete the 60 hours in three years, the teacher needs to complete at least 15 hours of professional development with 5 hours of site-based follow-up training each year, or at least 5 hours of site-based follow-up training each year, for a total of 45 hours of professional development and 15 hours of site-based follow-up training over three school years. The professional development shall focus on the practical classroom application of appropriate instructional strategies for planning, delivering, and sheltering content for ELs within the context of standards-based planning, instruction, and assessment and shall include ample opportunities for modeling, practicing, and receiving feedback regarding such strategies. The professional development shall emphasize academic literacy, developing academic vocabulary aligned with the core content curriculum, reading development and comprehension, writing skills, 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 ELs; explicit and ongoing training on how to co-teach for any ESL and content teachers who will be co-teaching; and meaningful progress monitoring of EL students and staff.

33. The District shall monitor the progress that special education, language arts, reading, math, science, and social studies teachers of ELs are making toward obtaining adequate training in sheltering techniques through the EL Professional Learning Plan required by paragraph 32 above. If within the last two years, a content certified teacher has successfully

completed professional development or a course that fulfills one or more of the required 45 hours on the instructional strategies and topics included in paragraphs 24 and 32 above, the District may give credit for those hours when calculating the teacher's fulfillment of the 45 hours of training, but may not credit them toward the 15 hours of follow-up training activities.

34. The District shall ensure that its schools do not assign ESL and content-certified teachers to co-teach ELD or SI classes to ELs in a given school year unless these teachers have received training on co-teaching or will receive such training during that school year. The District also shall ensure that ESL teachers and content teachers assigned to co-teach ELD and SI classes have common planning time in which to plan for their co-taught instruction. The District shall provide common planning time for all grade-level ESL teachers and grade-level general education teachers that teach ELs.
35. The principal, or his or her designated administrator, of each school in the District shall evaluate and document whether the ESL/ELD, sheltered content, and special education teachers who have received the mandatory 60 hours of professional development prescribed by this Agreement are using appropriate ESL and sheltering strategies in their ELD, content, and special education classes with ELs, consistent with the requirements of paragraphs 24 and 32. The mandatory follow-up professional development in year three of the EL Professional Learning Plan shall address any deficiencies documented in these evaluations.
36. The District shall ensure that each principal, or his/her designated administrator, is qualified and trained to perform the teacher evaluations required by paragraph 35. The District shall ensure that all principals or other administrators responsible for evaluating all

ESL teachers, sheltered content course teachers, and special education teachers providing services to ELs receive: at least 15 hours of staff development and at least five hours of in-person onsite follow-up within two school years to total 20 hours of professional development that:

- a. focuses on supporting and evaluating instructional strategies appropriate for providing ELD to ELs across ELP levels and planning, delivering, and sheltering content for ELs within the context of standards-based planning, instruction, and assessment;
- b. provides training on what to look for to determine if the ELD and/or SI instruction complies with paragraphs 24 and 32, including shadowing coaches with expertise in conducting ELD and SI classroom observations, where the expert coaches model using an observation protocol in ELD and SI classes, and giving feedback to ELD and SI teachers, and then principals/administrators practice using that protocol and giving feedback to these teachers while the expert coaches observe. After each classroom observation, the expert coaches shall conduct a debriefing session with the principals/administrators to ensure that they know how to conduct observations of ELD and SI classes, use the observation protocol, and give teachers feedback. The District may fulfill this training requirement by having small groups of principals/administrators shadow an expert coach and/or observe and critique videotaped ELD and SI instruction with the help of an expert coach, provided no more than 5 of the 10 hours involves videotaped instruction; and
- c. trains principals/administrators on how to implement follow-up activities at their schools for ELD and SI teachers that promote transfer of their training to ESOL

classes (*e.g.*, schedules for peer coaching, model classroom visits, collaborative student work analyses, and strategy-sharing in professional learning communities).

37. Each principal in the District shall have primary responsibility for ensuring the completion of the duties described in this paragraph, but may delegate some of the duties in paragraphs b, c, f, g, and h to a specific subordinate administrator as necessary:

- a. Oversee and ensure effective implementation of the ESOL Program at their schools and receive regular professional development regarding appropriate implementation and assessment of ESOL programming;
- b. Participate in Child Intervention Committee, Eligibility, and IEP processes for students eligible for EL services;
- c. Meet with each ESL and SI teacher regularly to review his or her student data notebook and case load documentation and to discuss any areas of concern;
- d. Provide and/or ensure participation in professional development and coaching as it relates to ESOL services;
- e. Serve as the liaison between the ESOL staff and the principal;
- f. Be available to address other duties related to ESOL services as assigned by the principal and the District's Settlement Agreement Coordinator;
- g. Ensure that the data for each EL student and former EL student is entered into the templates/rubrics in SMS by the dates in Attachment E and that each teacher reviews the "Know Your ELs" report and "ESOL/Special Education" list in SMS so that they know who their current and former ELs are in their classes and which ELs are also special education students;

- h. Review the performance of current and former EL students on an ongoing basis and make appropriate recommendations regarding ESOL services based on student performance;
- i. Establish meaningful communications with parents of ELs and LEP parents, including using translations and interpreters as required by this Agreement;
- j. Oversee and monitor the implementation of sheltered instructional techniques in all sheltered content classes, as required by paragraphs 24 and 32 above, and the delivery of ELD instruction in all ELD classes required by paragraphs 18-22 and 24 above; and
- k. Ensure the acquisition and provision of adequate and appropriate instructional materials for ELs, including the requirements of paragraphs 42 and 43.

All principals shall receive annual training on the above responsibilities in items (a)-(k) and training on the Agreement's other requirements at the administrator institute days.

38. The District shall provide training for all current sheltered instruction content, special education, and gifted teachers on how to integrate WIDA ELD Standards with the District's content area curriculum (Language Arts/English, Science, Math, and Social Studies). The District shall initiate training for new ESOL teachers and aides 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 shall receive refresher training.
39. When an ESOL position in the District 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 32 on a prorated basis within 45 days of starting work.

40. 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. By December 15 of each school year, the Settlement Agreement coordinator shall conduct a review to ensure that the District is complying with the terms of the Settlement Agreement, and shall provide a written report evaluating and setting forth the District's status of compliance with the terms of the Settlement Agreement to the Director of ESOL Services and the Superintendent. The District shall provide a copy of the semi-annual report to the United States within ten (10) days of its completion and shall explain how any identified noncompliance was resolved in its July 10 report.
41. The Settlement Agreement Coordinator shall have the authorization of the Division Superintendent to require the principals in the District to take specific actions with respect to the provision of EL services, provided they do not conflict with this Settlement Agreement. The District shall evaluate each principal annually on his/her role in (a) the school's compliance with this Settlement Agreement, (b) the effective provision of ESOL services generally and implementation of the District's ELL policies in his/her school, and (c) leading the linguistic and academic success of culturally and linguistically diverse students at his/her school. Principals who do not receive a satisfactory rating regarding his or her role in (a), (b), or (c) during a rating period are required to take appropriate action as outlined by the Settlement Agreement coordinator and/or their immediate supervisor. The Settlement Agreement coordinator shall provide supervisors of principals with the District's assessments of the quality of the ESOL Program at each school. Supervisors

shall take these assessments into account in identifying areas of remediation for the principal. Principals who do not show acceptable progress may be subject to contract nonrenewal or corrective action up to and including termination of employment.

Resource Allocation

42. The District shall provide adequate and appropriate instructional materials for all ELs.

Toward this end, the District shall oversee school-based implementation of the District policy for providing classroom materials for ELs to ensure that ELs' needs for instructional materials and those of their teachers are met.

- a. First, the District shall include in its core mathematics, science, language arts/English, and social studies textbook adoption process the use of the WIDA PRIME Protocol to determine the extent to which the core committee's proposed materials meet the criteria of comprehensible input for ELs. The District shall recommend to the Board only core textbooks that are appropriate for ELs; this may include core textbooks that have supplemental materials that render the textbook accessible to ELs. The Board shall ensure that its textbook adoption decisions comply with this Agreement.
- b. The principal, in conjunction with the ESOL Department Chair or Lead Teacher, will determine materials to purchase from the school's ESOL budget. Toward this end, each principal will conduct a review of the instructional materials available to each teacher providing services to ELs in the ELD and SI classes (including special education, gifted education, reading, math, science, and social studies classes). The review will include (i) the ELD materials they are using; (ii) the available core print literacy materials they use to promote ELD; and (iii) the supplementary materials they use to access grade-level core content. The inventory of classroom materials

will specify the series by title, author, publisher, publication date, type of material (*e.g.*, E-library, textbook, workbook, teacher manual or guide), quantity, the targeted ELP levels, and condition (*i.e.*, new, good, discard or replace). As part of the review, the principal will conduct a survey of the same teachers regarding their needs for additional materials to render grade-level content accessible to ELs across ELP levels in their classes. Requests for additional materials should consider, but are not limited to, the EL resources identified on (a) the District's curriculum documents referenced in paragraph 25 and (b) EL supplemental resources identified in the Board approved core textbooks. The materials requested will identify the targeted grade-level content (*e.g.*, VA SOLs) and specify the series by title, author, publisher, publication date, type of material (*e.g.*, E-library, textbook, workbook, teacher manual or guide), quantity and the targeted ELP levels. As part of the teachers' needs assessment process, (c) supplemental materials identified outside of ii (a-b) are to be grade-level and age appropriate and include a review using features from the WIDA PRIME Protocol. Such documentation may be submitted to the ESOL Office for approval.

- c. Each year, the District shall tabulate and summarize the results of the school surveys for the semi-annual report due December 15 to the United States: (a) the number and percentage of K-5, 6-8, and 9-12 (i) ELD and (ii) SI classes that reported a need for additional print literacy core or supplemental materials to render the grade-level content comprehensible for ELs, and (b) the principal's plan to meet these requests within six months, including the nature and timing of his/her

purchasing plans. The purchased materials shall be added to the ELD and/or SI classroom inventory.

43. The District shall ensure that ELD, Special Education, Gifted Education, and SI reading, math, science, and social studies teachers know how to obtain EL-related materials within 60 days of the start of the 2013-2014 school year. Thereafter, principals at each school shall collaborate with the District to address any reported inadequacies pursuant to District policy on instructional materials.

Special Education

44. The District shall provide special education services and ESOL services by qualified personnel to all students who are eligible for both such services (*i.e.*, all EL SWDs). The District shall not deny ESOL services to special education students who qualify for ESOL services, and shall not deny special education services to students who are ELs and qualify for special education services.
45. The District may not modify the amount or the method of providing ESOL services prescribed in the attached charts for K-5, 6-8, or 9-12 for EL SWDs unless such modifications are determined necessary given the severity of the disability by the student's IEP or Section 504 team in conjunction with the ELD teacher who has that student on his/her ESOL caseload, through a documented team process. If such modifications are deemed necessary given the severity of the disability, under no circumstances shall the District entirely deny ESOL services by an ESL-endorsed teacher to an EL SWD, and the District shall ensure at least one 30 minute period of ESOL services or its equivalent per week in combination with consult services equivalent to 30 minutes per month between the ELD teacher who has that student on his/her ESOL caseload and the special education

teacher(s). This time shall not include travel time between classrooms. By September 15, 2013, the District shall submit to the United States for review and approval a plan to provide all EL SWDs enrolled at the Pace East, Pace West, and Independent Hill schools with adequate and appropriate (a) ELD instruction with an ESL-endorsed teacher and (b) SI instruction with an ESL-endorsed teacher or teacher adequately trained in EL techniques. Consistent with paragraph 32, the District shall ensure that all special education teachers of ELs at these three schools (a) implement the EL Professional Learning Plans, (b) remain on track to complete the training within three years, and (c) receive the training required by paragraph 48 below.

46. For EL SWDs, no accommodations for or modifications to standard language proficiency assessment procedures shall be implemented unless such accommodations or modifications are determined necessary by the student's IEP or Section 504 team, through a documented team process. Consistent with the Virginia Accommodations Guide, the District shall provide the appropriate accommodation(s) for all EL SWDs who so require.
47. The District shall expressly notify parents of dually identified EL SWDs that they are eligible for both EL and Special Education services. This notice shall be in writing for English and the major languages, and shall be provided orally for other languages through a qualified interpreter, with documentation of this oral notice in the Category 2 Special Education Folder file.
48. During SY 2013-14, the District shall ensure that all sheltered instruction and ELD Special Education teachers of ELs, all administrators who evaluate these teachers, and the Special Education coordinators receive training regarding best practices for evaluating and serving EL SWDs, particularly with respect to disabilities affecting language acquisition and

written and oral language processing and expression, and the intersection between EL and Special Education service provision.

49. The District shall ensure that all IEP teams consider the language needs of all EL SWD students as such needs relate to their IEPs. The District shall inform all principals and Special Education staff that IEP and Section 504 team meetings involving eligibility determinations, determining or changing services, and revaluations for each EL SWD must include an ESL-endorsed teacher who (a) is knowledgeable about EL needs and services and relevant considerations related to ELs' language and cultural background; (b) has received the training required by paragraph 48; and (c) whenever possible, is familiar with the EL student's needs. For all other IEP and Section 504 team meetings, the District shall ensure that schools secure at least the input of this ESL-endorsed teacher if s/he cannot attend the meeting. If, prior to any IEP or Section 504 team meeting, the included ESL-endorsed teacher is not already knowledgeable about the student, the District shall inform the teacher where the student's files are located and when/how they can be accessed for his/her review.
50. IEPs and Section 504 Plans shall document that the student is an EL and include the students' ACCESS scores, ELP Levels, and ESOL services (*i.e.*, L2 EL: 84 minutes of ELD M-F and 42 minutes of sheltered math M-F), and all accommodations needed for testing and assessments.
51. The "Category 2 Special Education Folder" shall contain documents that identify the languages in which Special Education assessments were conducted; modifications, if any, of standard assessment procedures; the qualifications of the individuals completing the Special Education assessments; and the impact of language on the interpretation of the

data, including a determination by the special education eligibility team that the EL's level of English proficiency is not determinative of the decision to administer Special Education services. Toward that end, the District shall ensure that ELs are evaluated 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. When conducting evaluations of ELs in the native language, the District shall ensure that Special Education and 504 assessments are conducted by a qualified evaluator who is fluent in the student's native language, or, where not practicable, assisted by a qualified interpreter.

52. The District shall develop and maintain a list of names and contact information for qualified professional bilingual special education evaluators in each of the District's major languages and other languages to the extent available, along with additional resources for those languages in which a bilingual evaluator is not readily available. The District shall revise this list in September of each year to ensure that it is current and that the individuals listed are in fact available to conduct evaluations, and, beginning in SY 2013-14, the District shall provide a copy of this list to the United States by December 15 of each year.
53. The District shall ensure that its Special Education manual includes procedures to ensure that all ELs who are suspected of having a disability are promptly and appropriately assessed to determine whether they in fact have a disability. The Manual shall state that ELs cannot be denied access to Special Education services on the basis of their EL status, and shall provide guidance on evaluation and placement considerations specific to EL SWDs. The District shall provide a copy of its manual to the United States by December 15, 2013, and a copy of any changes to the manual in subsequent July 10 reports each year.

54. The District's notices regarding its special education vacancies shall express an interest in candidates with ESL and bilingual credentials and foreign language fluency.
55. The District shall translate documents about matters arising under the IDEA or Section 504 (*e.g.*, information regarding IEP or 504 meetings) into the major languages, consistent with its obligation to translate essential information under this Agreement, and whenever needed to comply with paragraphs 56 through 59 below. In addition, the District shall translate all IEP and Section 504 Plan forms (*i.e.*, the blank templates into which student information is filled) into the four languages requested most by LEP parents, as determined by the data generated by the SMIS and Home Language Surveys.
56. Prior to conducting an IEP or 504 meeting, the District shall review parental responses reflecting parents' communication needs. The District shall contact LEP parents who indicated a need for a translator or interpreter, or whose need otherwise becomes apparent to the District, to notify them of the availability of interpreters for IEP and 504 meetings and the ability for translation of an IEP and Section 504 Plan documents. The District shall provide qualified interpreter and translator services upon request and free of charge to the parent. For all Special Education- and 504-related translation and interpretation, the District shall provide a qualified translator or interpreter who is trained in the specialized vocabulary needed to provide Special Education- or 504-related translating and interpreting.
57. Upon request by an LEP Parent, the District shall translate requested portions of an EL SWD's IEP or Section 504 Plan into Spanish and Urdu, and beginning in SY 2014-15, the two next most common languages requested by LEP parents of EL SWDs. The request for translation may be made before, at, or after an IEP or 504 meeting, and the District shall

provide the requested translation within a reasonable period of time, but no later than twenty (20) school days following the IEP or 504 meeting. At IEP and 504 meetings, the District shall remind LEP parents that they may, but are not required to, sign IEP or Section 504 Plan documentation if they have requested translated documentation. When the District translates an entire IEP or Section 504 Plan into a language other than the four languages most requested by LEP parents, the District shall maintain the translated portions of the template to use in response to requests for translation in that language from other LEP parents of SWDs, wherever practicable. Where the District is unable to provide a translation of an IEP or Section 504 Plan for a another common language or a low-incidence language, the District shall provide an interpreter and maintain documentation of each such instance to determine the demand and need for written translations of IEP or Section 504 Plans.

PARENT COMMUNICATIONS

58. Beginning with SY 2013-14, the District shall inquire of all parents/guardians of newly enrolled students on the Home Language Survey whether they would like written or oral communications from the school or the District provided in a language other than English and shall record any information received in the student information system. The District has already made this inquiry of all parents with currently enrolled students through its Home Language Survey for registering students and has recorded these parent requests in the student information system. The District shall include this inquiry on the Home Language Survey and shall translate this Survey into the twelve most common languages. For all other languages, the District shall ensure that LEP parents receive interpreter

assistance to ensure that they understand this inquiry and their response is accurately recorded.

59. The District shall provide translation and interpretation services as follows:

- a. When notices or documents containing essential information are distributed at the District or school level:
 - (i) such notices and documents shall be translated into the District's major languages and distributed to parents/guardians who have requested translations in those languages, including requests reflected in the student information system;
 - (ii) a document shall also be distributed that informs parents/guardians, in the twelve languages most commonly requested by LEP parents, that they may request translation or interpreter assistance regarding the distributed notice or document containing essential information by calling or emailing the District; this notice shall include the District's (or where appropriate school's) contact information; and
 - (iii) parents/guardians who have requested translations in languages other than the major languages shall be provided translation or interpreter services upon written or oral notice to the District or school.
- b. When a District employee(s) needs to communicate with LEP parent(s)/guardian(s) orally regarding essential information:
 - (i) the communication shall be provided in a language the parent/guardian understands by means of an interpreter at the request of the LEP parent/guardian; and
 - (ii) the interpreter must be provided without undue delay.
- c. The District shall provide written translations or oral interpretation of information that is not deemed "essential information" upon receiving reasonable, specific written or oral requests for such information from LEP parents/guardians and where practicable.
- d. Phase-in of translation and interpretation services: The District shall phase in translation and interpretation services for its major languages over a 3-year period as follows:
 - (i) Years 1 and 2 (SY 2013-14 and SY 2014-15): By September 15, 2013, the District shall develop, and submit for the United States' review and approval, a plan for phasing in translation and interpretation

services for its major languages (*e.g.*, two in Year 1 (including Spanish), two in Year 2, and one plus any new major languages in Year 3). This plan shall not affect the District's duty to comply with the requirements in Paragraphs 47 and 55-58 above regarding translations of IEP forms and notices, interpretation services at IEP team meetings, and the Home Language Survey. In accordance with the specific requirements of the phase-in plan, the District shall actively work to build capacity and develop templates, systems and budgets for providing school-level translation and interpretation services of all major languages through trained and qualified individuals by Year 3. During this time, schools shall provide written translation or oral interpretation of essential information upon receiving oral or written requests for such information from LEP parents/guardians, including requests recorded in the student information system.

- (ii) Year 3 (SY 2015-16): By the end of Year 3, the District shall fully implement all translation and interpretation requirements of this Agreement in all major languages at both the District and school level.
- (iii) Reporting: The District shall report its phase-in progress and any updated plans to the United States by July 1 of each year, beginning with SY 2013-14.

60. The District shall make available to all school and District personnel a list of the District-level and school-level general use documents that have been translated, and provide electronic access to such documents. The District shall update the list throughout the year by adding recently created district-level and school-specific notices that may be of use to other schools to meet their translation needs, and shall provide the United States with updated versions of these lists on December 15 of each year.

61. The District shall ensure that all interpreters that it and its schools use shall be:

- a. Bilingual and demonstrably qualified and competent to interpret;
- b. Trained in providing the interpretation they are asked to provide or sufficiently knowledgeable in both languages of any specialized terminology needed (*e.g.*, special education terminology) to provide the requested interpretation accurately; and

- c. Trained in the ethics of interpretation (*e.g.*, the need for accuracy and confidentiality in interpretation).

With regard to school-level interpretation services, the requirements of this Paragraph shall be subject to the phase-in plan set forth in Paragraph 59.

62. Except in the event of an emergency, no student shall be used as an interpreter for any communications between the District or any of its schools and a LEP parent/guardian. If a LEP parent/guardian requests that an adult family member or adult friend provide interpretation for a communication with the District or one of its schools, the District must provide an interpretation through qualified District or outside resources for all essential information and any information that raises a potential conflict of interest. The District shall not use family or friends of LEP parents or children for written translations of District- or school-generated documents. With regard to school-level interpretation services, the requirements of this Paragraph shall be subject to the phase-in plan set forth in Paragraph 59.

63. By August 15, 2013, the District shall compile information about how to obtain interpretation and translation services, and distribute that information to all District and school personnel. The District shall update this information and redistribute it by August 15 of each year by adding new interpretation or translation resources and by removing interpretation or translation resources that are no longer available. The District shall provide a copy of this information to the United States by September 15 of each year.

REGISTRATION AND ENROLLMENT PROCEDURES

64. The District shall ensure that all registration and intake staff have parents/guardians complete a Home Language Survey when they register their children in the District. The District shall assess the ELP of any enrolling student whose parents'/guardians' responses

on the Home Language Survey indicate a language other than English is routinely used or for whom there is any other reason to believe the student is not proficient in English. The District shall ensure that all students who are referred for ELP testing are assessed with a valid and reliable ELP test to determine the students' English proficiency in all four language domains of listening, speaking, reading, and writing.

65. As required by federal law, the District shall ensure that all students are able to access its educational programs, regardless of race, ethnicity, national origin, or immigration status; shall ensure that its student enrollment practices do not chill or discourage the participation, or lead to the exclusion, of students based on their or their parents' actual or perceived citizenship and/or immigration status; and shall not request information from parents or students with the purpose or result of denying or limiting access to the public schools on the basis of race, color, or national origin.
66. Consistent with federal requirements, if the District requests that parents provide their child's social security number for registration or enrollment purposes, it shall explain: that providing a student's social security number is voluntary; that a parent's decision not to provide his or her child's social security number will not bar the child from enrolling in or attending school; and how the social security number will be used.
67. The District shall make the registration and enrollment process, including any requests for social security numbers and related information, accessible to LEP parents under procedures described in Paragraphs 58 – 63.
68. If after the District informs the parent/guardian of an EL of his/her ELP score, the parent/guardian refuses to have his/her EL child enrolled in the ESOL program or requests to have the EL child removed from the ESOL program, 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:

- a. Describe the range of ESOL services that the EL child could receive if the parent/guardian does not refuse services or withdraw the EL from services, including the instructional methodology and qualifications and training of the teachers that the District plans to employ to meet the EL's educational needs;
- b. Discuss the benefits the EL child is likely to gain by receiving ESOL services; and
- c. Encourage the parent/guardian to allow the EL child to receive ESOL services for at least 30 days before making a decision to refuse or withdraw from services.

69. If, notwithstanding efforts taken by the District in conformance with Paragraph 68, the parent/guardian continues to refuse ESOL services or request the EL's withdrawal from services, the principal, or his or her designated administrator, shall document on a District form created for this purpose: that she met with the parent/guardian, conveyed the information in Paragraph 68(a)-(c), and the parent's/guardian's reasons for refusing 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 ESOL 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, submit a copy to the ESOL Office, and maintain the form in the student's File 6. If more than 5% of the ELs at a given school refuse or withdraw from ESOL services in a given school year, the ESOL Office shall confer with the principal, or his or her designated administrator, analyze the reasons for the refusals and withdrawals, and take appropriate steps to reduce the refusal/withdrawal rate if the reasons raise concerns.

70. If any parent/guardian of an EL communicates a refusal or withdrawal from ESOL 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 student twice per year (*e.g.*, weeks 5 and 25) to assess (i) his/her ability to meaningfully and equally participate in the regular education programs; and (ii) whether s/he needs to enter into the ESOL Program to meaningfully and equally participate in the regular education programs; and
 - c. Whenever appropriate, including whenever the semi-annual monitoring reveals that the student is struggling academically or not making ELP progress, the District shall inform his/her parents that the student is not progressing and recommend ESOL services.

DISCIPLINE

71. The District shall ensure that its administration of discipline does not subject ELs to disciplinary consequences or exclude ELs from the classroom as a result of language barriers and/or on the basis of race, national origin, or language status.
72. The District shall make all student behavior and discipline processes accessible to EL students and LEP parent(s) under the procedures described in Paragraphs 58-63; such processes include, but are not limited to, classroom behavior management discussions, in-school and out-of-school suspensions, referrals to alternative programs, referrals for expulsion, referrals to law enforcement or juvenile justice agencies, and due process appeals.
73. The District shall make all student behavior and discipline forms, codes, and notices that are provided to students and parents accessible to EL students and LEP parent(s) under the procedures described in Paragraphs 58-63. For behavior notices or documents that contain written narratives about individual students, the District will either translate or

interpret the individual narratives upon oral or written request from LEP parents, including requests reflected in the student information system.

74. As part of its professional development offerings on classroom management and positive behavioral supports, the District shall include training on culturally responsive techniques to help staff effectively respond to the behavior of students from diverse cultural and linguistic backgrounds.
75. The District shall collect and review data from each school on at least a quarterly basis about the number of students receiving an exclusionary discipline consequence (in-school suspensions, out-of-school suspensions, referrals to alternative placement, referrals for expulsion, and referrals to law enforcement), disaggregated by race, ethnicity, and EL status, to identify and address any patterns or disproportionality in exclusionary discipline based on these factors.
76. By September 15, 2013, the District shall submit for the United States' review and approval a plan to provide all ELs temporarily assigned to the New Directions and New Dominion Alternative Centers with adequate and appropriate (a) ELD instruction with an ESL-endorsed teacher and (b) SI instruction with an ESL-endorsed teacher or teacher adequately trained in EL techniques. The District shall immediately implement the EL Professional Learning Plans required by paragraph 32 for content-certified teachers at these two Alternative Centers and shall ensure that all such teachers of ELs remain on track to complete the training within three years.
77. The District shall ensure that ESOL teachers, ESOL Department Chairs and Lead Teachers, and principals adequately implement the state's policy for reclassifying students

per WIDA assessment results, and shall provide training to these persons in these procedures during the first semester of each school year.

78. The District shall implement a system for monitoring the academic performance of current and recently exited (*i.e.*, exited within the past two years) ELs. As part of this system, the District shall identify all current ELs by their ELP levels on all class rosters and all recently exited students as former ELs (*i.e.*, Level 6, year 1 and 2) for two years. The District shall conduct a semi-annual review of current ELs with ELP Levels 1 to 5 by reviewing at least their grades, standardized test scores, and progress reports. If this review indicates that the EL needs additional ESOL services, the District shall initiate 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, and opt-out ELs at Interim Report periods during the first and third quarters (*e.g.*, weeks 5 and 25) 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 (or entered for the first time in the case of opt-out ELs) into direct ESOL services. If a student being monitored under this paragraph fails to make academic progress, as measured by grades and assessments, at any time during the 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 school shall offer the student's parent/guardian direct ESOL services and shall document this offer. If the parent consents in writing, the student shall be provided with appropriate EL services.

79. For the duration of the Settlement Agreement, the District shall perform a longitudinal cohort analysis of its ESOL program at the elementary, middle, and high school levels by

disaggregating and monitoring the following data by current and former ELs: performance on standardized tests, including Virginia SOLs and ACCESS; exit rates; enrollment in special education and enrichment programs (*e.g.*, gifted classes); and dropout rates, graduation rates, and retention-in-grade rates. The District shall use these data to analyze the performance of a cohort of ELs at the elementary, middle, and high school levels who remain enrolled over the term of this Agreement to evaluate whether the District's ESOL services are overcoming ELs' language barriers within a reasonable period of time and enabling ELs' meaningful participation in all aspects of the educational program. Specifically, the District shall track a cohort of students who were ELs in kindergarten, fifth grade, and ninth grade in SY 2012-13 and who remain in the District during the analysis period. Cohort analysis information for the previous academic year shall be submitted by October 15 of each year and the final cohort analysis for the three school years shall be submitted by October 15, 2016.

REPORTING TO THE UNITED STATES

80. The District agrees to respond fully to requests from the United States for information and documents related to EL services within thirty days unless exigent circumstances require an extension.
81. In addition to the reporting obligations set forth above, the District shall provide to the United States annual reports detailing its efforts to comply with the provisions of the 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, 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. an electronic list of all enrolled ELs whose parents did not refuse ESOL Services or withdraw from them that includes for each EL student:

1. EL Student name or ID number;
2. Grade level;
3. ELP level;
4. SWD status;
5. Whether the EL student is receiving ELD instruction (0= yes, 1 = no);
6. EL Student's weekly hours of ELD instruction;
7. Whether the EL student is receiving the appropriate amount of ELD instruction for his/her ELP level required by Paragraph 18 and the attached K-5, 6-8, and 9-12 charts (0= yes, 1 = no);
8. Whether the EL student is grouped for ELD in accordance with the requirements of Row 5 of the attached charts (0= yes, 1 = no);
9. Whether, for any EL student identified as an ELP level 3, the EL is enrolled in an ELD class with ELs at ELD levels 1 and 2;
10. Name of ESL/ELD teacher;
11. Whether the EL student is receiving ELD instruction from an ESL-endorsed teacher (or for ELs at ELP Level 5, a teacher trained in EL techniques) (0= yes, 1 = no); and
12. The number of SI content classes, if any, with teachers who are not ESL endorsed or fully trained in EL Techniques.

b. The report required by Paragraph 81(a) for each school shall also include the number of EL students, in total, and separately by ELP level, who: (1) are not receiving ELD instruction by tallying column 5; (2) are not receiving the appropriate amount of ESL instruction for their ELD level by tallying column 7; (3)

are not grouped in accordance with the requirements of Row 5 in the attached charts by tallying column 8; (4) are L3 students enrolled in an ELD class with students at ELP Levels 1 and 2 by tallying column 9; (5) are not receiving ELD instruction from an ESL-endorsed teacher (including Level 5 ELs who are not receiving ELD with a teacher fully trained in EL techniques) by tallying column 11; and (6) the number of SI classes in which EL students have teachers who are not fully trained in EL Techniques by tallying column 12.

- c. The number and percentage of ELs by school, ELP level, and native language who (i) refused ESOL services and (ii) withdrew from ESOL services; and documentation of the District's compliance with paragraph 69 for any school with more than 5% of the EL refusals or withdrawals.
- d. copies of all forms related to student registration and EL 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;
- e. a list of all SI teachers, including core content teachers, reading, special education, gifted education teachers instructing ELs by certification(s), and EL-related training they have received (if participating under the EL Professional Learning Plan, report EPLP);
- f. for each school, the number of SI teachers who are (i) on track and (ii) not on track to complete the training requirements of paragraph 32;
- g. for each school, the number of teachers teaching ELD who are (i) ESL endorsed; (ii) provisionally endorsed; (iii) subject to the training requirements of paragraph

30 above; (iv) who completed those requirements by the end of the school year; (v) a long-term substitute; and (vi) completed the long-term substitute training.

- h. a list of all EL-related training provided to certified staff with “EL Professional Learning Plans,” including a description of the content of each training, the date of the training, and the number and position of the attendee(s) (*e.g.*, 7th grade math, special education, 1st-grade teacher, principal, long-term substitute);
- i. the number and percentage of students by school and home language who were exited from the District’s ESOL program;
- j. the number of Level 6, year 1 and year 2 students by school and native language who were re-entered into the District’s ESOL program;
- k. the number of ELs by school 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 of such services;
- l. a description of the District’s system for monitoring Levels 1-5 and Level 6, year 1 and year 2 students (referenced in paragraph 78), specifying the data that are monitored and including a spreadsheet illustrating the quarterly monitoring for current ELs and Interim Report monitoring (weeks 5 and 25) of Level 6 students and opt-out EL students;
- m. copies of all template registration and enrollment documents, and a list of all languages in which they are available;

- n. copies of all behavior and discipline documents, forms, handbooks, and other related materials, including any school-level policies, and a list of all languages in which they are available;
- o. data collected, reviewed, and analyzed under Paragraphs 75 of this Agreement, and copies of any corrective action plans developed and implemented as a result of that review and analysis;
- p. copies of any complaints that any school or District employee received regarding the District's ESOL or Special Education services to EL students or communications with LEP parents, including those relating to translations and interpreters;
- q. an explanation of how the District addressed any noncompliance identified in the December 15 report required by paragraph 40 and when the noncompliance was resolved; and
- r. any other information that the District believes will be helpful.

ENFORCEMENT

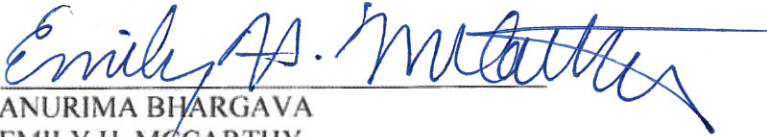
82. The District shall maintain records of all information pertinent to compliance with the terms of the Settlement Agreement and shall provide such information to the United States upon request within 30 days. This information includes but is not limited to records of all ESOL services that the District provides to each EL, 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.
83. 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 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. 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 EL services with federal law. This right includes speaking directly with District employees who are not administrators and have questions, concerns, or other information to raise with the United States.

84. 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 meet within 15 days of any such decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.
85. The District acknowledges and understands that, in the event of a breach by the District of the 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 Agreement. 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.
86. The following signatures indicate the consent of the parties to the terms of this Settlement Agreement.

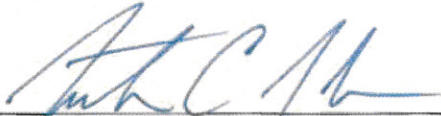
For the United States of America:

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