

**Settlement Agreement**  
**Between**  
**the United States**  
**and**  
**Providence Public Schools**

## **PURPOSE**

Providence Public Schools (“the District”) agrees to the terms of this Settlement Agreement (“Agreement”) and to comply fully with its provisions to address and resolve the noncompliance issues raised by the United States Department of Justice (“United States”) regarding the District’s legal obligations under the Equal Educational Opportunities Act of 1974, 20 U.S.C. §§ 1701 *et seq.* (“EEOA”).

The District has chosen to educate its English Learner students (“ELs”) through nine programs: (1) English as a Second Language/Sheltered Instruction (“Sheltered ESL”); (2) Integrated ESL; (3) ESL Push-In; (4) ESL Newcomer; (5) Collaborative ESL; (6) Transitional Bilingual; (7) Developmental Bilingual; (8) Dual Language; and (9) the Consultation Model.

After conducting a thorough review of the District’s EL programs and services, the United States notified the District on March 8, 2018, that the United States has identified conditions that violate Section 1703(f) of the EEOA. Specifically, the United States identified that the District: (1) placed hundreds of ELs in schools that lacked EL services without obtaining the parent’s voluntary and informed waivers of these services; (2) used an educationally unsound EL program called the Consultation Model; (3) failed to adequately implement several of its EL programs, including by not providing sufficient ESL; (4) failed to staff its EL programs with enough qualified teachers; (5) segregated some ELs in its Sheltered ESL program for an unreasonable amount of time; (6) lacked sufficient materials to implement some of its EL programs; (7) failed to adequately train principals; (8) did not timely identify all ELs; (9) did not effectively communicate with LEP parents; (10) did not provide ELs equal opportunities to participate in specialized programs; (11) used inappropriate exit criteria and did not adequately monitor former ELs; and (12) did not properly evaluate its EL programs for effectiveness.

The parties undertake this Agreement as a means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy. The District agrees to implement the remedial measures enumerated in this Agreement but admits to no violations of the EEOA by entering into this Agreement. To the extent the District has already started undertaking measures to rectify some of the issues raised by the United States, this Agreement memorializes those remedial measures. The effective date of this Agreement will be the date when both parties

have signed the Agreement. The Agreement will remain in effect for three full school years following that date subject to the terms of Paragraphs 45-49 below.

The District representative, by signing this document, gives assurances that he has the authority to bind the District, including successor administrators and members of the District's School Board, for the Agreement's duration.

### **DEFINITIONS**

- **English Learners or ELs** are students who require assistance to overcome language barriers that impede their equal participation in the District's instructional programs.
- **English Language Proficiency** refers to a student's ability to read, write, speak, and understand the English language as determined by the student's scores on a valid and reliable English language proficiency assessment of each of the four language domains of speaking, listening, reading, and writing.
- **English as a Second Language or ESL** is direct, explicit instruction about the English language that provides a systematic and developmentally appropriate approach to teaching language. ESL instruction addresses the listening, speaking, reading, and writing standards in the World-Class Design and Assessment ("WIDA") English Language Development Standards adopted by the Rhode Island Department of Education ("RIDE"). ESL is taught by a teacher with an ESL endorsement or ESL certificate from RIDE.
- **ESL-Certified Teacher** refers to an elementary or secondary teacher who holds (1) a Rhode Island certificate for the level and subject in which he or she teaches, and a Rhode Island endorsement as an ESL teacher or a Bilingual teacher or Content Area teacher of ELs or (2) the Rhode Island ESL certificate. A teacher who is on an emergency certification is not "ESL-Certified" for purposes of this Agreement.
- **Former EL** refers to a student who was formerly an EL but subsequently met valid and reliable criteria for exiting the EL program, including demonstrating proficiency on a valid and reliable assessment of English Language Proficiency in all four language domains (reading, writing, speaking, and listening).
- **Opt-Out EL** refers to an EL student whose parents opted out of instructional services for ELs by signing a voluntary and informed waiver of such services in a language they understand.
- **Major Languages** refers to the District's most commonly spoken languages among ELs other than English, including Spanish, Arabic, Swahili, Creole, Portuguese, and Khmer, and includes any languages spoken by 100 or more current and former ELs who are still enrolled in the District.
- **Sheltered Content Instruction** refers to the District's method for teaching ELs grade-level core content (i.e., English/Language Arts, math, science, and social studies) in English by

integrating English language and literacy development into content area instruction. Sheltered Content Instruction systematically incorporates an array of teaching strategies that make core content classes more comprehensible and accessible to ELs while promoting their English as a Second Language, such as scaffolding, differentiating instruction for ELs, grouping ELs by English Language Proficiency level, using adapted materials, texts, and visual displays, cooperative learning and group work, offering primary language support, and providing clarification.

### **GENERAL REQUIREMENTS**

1. The District will take “appropriate action to overcome language barriers that impede equal participation” by ELs in its instructional programs. 20 U.S.C. § 1703(f).

### **SPECIFIC REQUIREMENTS**

#### **IDENTIFICATION AND PLACEMENT OF EL STUDENTS**

2. The District will continue to require all parents to complete a home language survey during the new student registration process. To ensure that ELs are properly identified, the District will administer a valid and reliable grade-appropriate English Language Proficiency assessment in all four language domains to all students in grades K-12 whose home language survey indicates that a language other than English is spoken at home or by the student, or if there is any other reason to believe that the student is not proficient in English, except that the District may assess incoming kindergarteners’ English Language Proficiency only in listening and speaking in the fall semester. Consistent with World-Class Design and Assessment (“WIDA”) guidelines, students participating in the pre-kindergarten program will be assessed no earlier than six months prior to the start of their kindergarten year.
3. The District will administer the English Language Proficiency assessments and place all K-12 students identified as ELs in an appropriate EL program within the first 20 days of the school year, and if the student enrolls thereafter, within ten days from the date of the student’s enrollment.
4. By the start of the 2018-19 school year, the District will complete a review of all students in the District to identify every student whose home language survey(s) indicated that the student’s English Language Proficiency should have been assessed under the standard set forth in Paragraph 2, but who was not assessed. The District also agrees to administer a grade-

appropriate English Language Proficiency assessment of any such students prior to the start of the 2018-19 school year. If the District attempts to schedule the assessment during the summer of 2018 and the parent is unresponsive, the District will administer the assessment within the first 20 days of the 2018-19 School Year. For any student identified as an EL pursuant to this paragraph, the District will offer services by the start of the 2018-19 school year or, if applicable, within 20 days of assessment. The District will provide a list of those students, including the date each student was assessed; the resulting assessment scores (domain and composite); each student's EL status; and the type and amount of services the student will receive to the United States within 60 days of the start of the 2018-19 School Year.

5. By the start of the 2018-19 school year, the District will complete a review of all students in the District to identify every student who does not have a completed home language survey and to administer a home language survey to any such students. For any student whose home language survey completed pursuant to this paragraph indicates that the student's English Language Proficiency should have been assessed under the standard set forth in Paragraph 2, but who was not assessed, the District also agrees to administer a grade-appropriate English Language Proficiency assessment prior to the start of the school year. If the District attempts to schedule the assessment during the summer of 2018 and the parent is unresponsive, the District will administer the assessment within the first 20 days of the 2018-19 School Year. For any student identified as an EL pursuant to this paragraph, the District will offer services by the start of the 2018-19 School Year or, if applicable, within 20 days of assessment. The District will provide a list of those students, including the date each student was assessed; the resulting assessment scores (domain and composite); each student's EL status; and the type and amount of services the student will receive to the United States within 60 days of the start of the 2018-19 school year.
6. The District will provide all ELs with the EL services required by this Agreement and will ensure that ELs do not need to change schools in order to receive these services. If any EL seeks and is denied enrollment in a District school due to lack of space or some other reason (*e.g.*, the EL program is not offered at the parent's school of choice), the District shall (i) make a record of each instance, including the desired school(s), the reason(s) the desired school(s)

were denied, and the school and EL program in which the EL enrolled; and (ii) ensure that the EL still receives EL services consistent with this Agreement.

7. By the start of the 2018-19 School Year, and annually thereafter, the District will train all registration and intake personnel, including all Enrollment Center staff, on its EL identification and placement policies and procedures, including those outlined in this section and Paragraph 30.

### **PROVISION OF EL SERVICES AND ACCESS TO THE CORE CURRICULUM**

8. The District will provide all EL students, including ELs with disabilities, at least a daily period<sup>1</sup> of ESL unless the EL student's parents make a voluntary and informed decision in writing to opt out<sup>2</sup> of such services. The District will monitor the academic progress of each opt-out EL to assess his/her ability to participate meaningfully in the regular education program without EL services by having the core content teachers complete a monitoring form each quarter. When an opt-out EL is not progressing as expected, the District will inform the student's parents and recommend ESL and/or other EL services in a language the parents understand, including providing a qualified interpreter and a translated version of the opt-out monitoring form in the Major Languages.
9. The District agrees that ESL is a core subject for ELs and will provide ESL in addition to other core subjects, except that the District may provide ESL through the core literacy class only for ELs with English Language Proficiency levels of 4 or 5 if the class is (a) taught by an ESL-Certified Teacher who is also certified in English Language Arts or (b) co-taught by an ESL-Certified Teacher and a teacher certified in English Language Arts who have co-planning time together, and the ESL-Certified Teacher provides the ELs explicit ESL. The District may group ELs for ESL by (a) their English Language Proficiency level within a single grade or vertically across grades (limited to two consecutive grades at the elementary level) or (b) two comparable, consecutive English Language Proficiency levels within a single grade.

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<sup>1</sup> A "period" is the equivalent time allocated for core content subjects. A weekly equivalent is the total amount of time as a daily period each day.

<sup>2</sup> Opt-out ELs remain entitled to all appropriate EL accommodations on classroom and standardized assessments and may not opt out of the annual English Language Proficiency assessment.

10. As soon as possible and no later than the start of the 2020-21 school year, the District will provide an additional period of ESL to newcomers and other ELs with English Language Proficiency levels 1 and 2.
11. To ensure that the District offers appropriate EL services to ELs who did not receive EL services when enrolled in prior school years, the District will identify all students designated as “Eligible but not enrolled” (“ENE”) between the 2012-13 and 2015-16 school years and report them to the United States by the start of the 2018-19 School Year. The District will require the designee of the EL Director (e.g., a principal, EL specialist, or ESL-certified lead teacher) at the school or the registration center to make a good faith effort to meet with the parents of each identified ENE student to: (a) explain the range of EL programs and services that the child could receive, including the nature of the services and the qualifications of the teachers providing the services and (b) discuss the benefits their child is likely to gain by receiving EL services. If the parents affirm that they do not want their child to receive EL services, the District will ask the parents why they are opting out of EL services, record this information, and follow its procedures for opt-out EL students as set forth in Paragraph 8 above, and report this information to the United States by December 31, 2018 and annually thereafter on July 15.
12. If more than 10% of ELs at a given school were ENEs in 2015, 2016, or 2017 or are ENEs in 2018 or thereafter, the EL Director will meet with the principal, analyze the reasons for the refusals, and take appropriate steps to reduce this rate.
13. To ensure meaningful access to the core curriculum, all ELs enrolled in Sheltered ESL, ESL Push-In, ESL Newcomer, or Collaborative ESL will receive core content classes where instruction is primarily in English and classroom teachers (a) have been trained to use effective Sheltered Content Instruction techniques to make lessons accessible to ELs, as set forth in Paragraph 21 of this Agreement or (b) are on track to complete such training per Paragraph 22. To support ELs with the least amount of English, the District will prioritize the assignment of ELs with English Language Proficiency levels 1-2 to Sheltered Content Instruction classes and then assign ELs with higher English Language Proficiency levels as more teachers complete the training set forth in Paragraph 21. By the third year of this Agreement, all ELs, except those enrolled in the District’s bilingual programs, will receive at least two periods of Sheltered

Content Instruction per day with ELs at levels 3 and higher receiving this instruction in integrated Sheltered Content Instruction classes.

14. All ELs enrolled in Transitional Bilingual, Developmental Bilingual, or Dual Language will receive (a) some core content classes in native-language instruction from a teacher who holds a Rhode Island certificate for the level and subject in which he or she teaches and a Rhode Island endorsement as a Bilingual teacher and (b) some core classes in English from such a teacher, an ESL-Certified Teacher, or a teacher who has completed the training set forth in Paragraph 21 or is on track to complete it per Paragraph 22.
15. At least 15 days before the start of the 2018-19 School Year, the District will submit to the United States for its review and approval: guidance on how to schedule ESL and Sheltered Content Instruction classes for ELs at varying English Language Proficiency levels, including ELs who are newcomers, long-term, or have limited or interrupted formal education; and sample class schedules for elementary, middle, and high schools with both low and high EL enrollment. By August 3, 2018, the District will submit updates to the guidance and sample schedules to the United States for approval.
16. So that teachers know which students need language assistance, all current and former ELs will have their overall English Language Proficiency level and status (e.g., Active, ENE, opt out, or former EL) noted on all class rosters. The District agrees to monitor class rosters at least once each semester to ensure that all ELs receive the EL instructional services in this Agreement. If the District learns that an EL is not receiving EL services consistent with this Agreement, the District will take reasonable steps to ensure that the EL receives appropriate services within ten days, consistent with this Agreement. The District will not count homeroom, art, music, gym, health, or other similar specials or elective classes as ESL.

#### **STAFFING AND PROFESSIONAL DEVELOPMENT**

17. The District will actively recruit ESL-Certified Teachers for relevant teaching positions. Within 90 days of the effective date of this Agreement, the District will provide a plan for recruitment of such staff to the United States for review and approval. The District's notices regarding vacancies will express a preference for candidates with an ESL certification. District employees responsible for the recruitment and hiring of teachers for the EL programs



and special education personnel will meet annually to discuss ways to improve the recruitment, hiring, and assignment of applicants who are certified in ESL.

18. By the start of the 2019-20 school year, the District will employ a sufficient number of ESL-Certified Teachers to provide the ESL components of its EL programs consistent with this Agreement. Thereafter, the District will make necessary adjustments to the assignments of ESL-Certified Teachers based on changes to the numbers of ELs at its schools.
19. By the start of 2018-19 school year, the District agrees to implement an incentive program, which will include some level of tuition coverage/reimbursement, for the District's core content teachers to obtain a RIDE ESL endorsement or certificate. The District will submit a proposal for the incentive program to the United States for review within 60 days of the Agreement's effective date. The District will advertise the incentives it offers to its teachers and will provide to the United States evidence that it has disseminated this information to all current teachers.
20. By the start of the 2019-20 School Year, the District will ensure that the ESL components of its EL programs are taught by ESL-Certified Teachers, and that core content teachers of ELs in its Sheltered ESL, ESL Push-In, ESL Newcomer, and Collaborative ESL programs are adequately trained to provide the Sheltered Content Instruction required by Paragraph 13. All ESL instruction will be provided by an ESL-Certified teacher or one who is "on track" to complete the state ESL certification. "On track" to complete the ESL certification means that any newly hired ESL teachers who lack the ESL certification will be actively working to obtain it within two years of their hire date and any current ESL teachers who lack it will obtain it by the end of the 2018-19 school year. All Sheltered Content Instruction will be provided by one of the following: (1) a teacher dually endorsed in ESL and the content area; (2) an ESL-Certified Teacher co-teaching with a content-certified teacher; or (3) a content-certified teacher who has completed the training outlined in Paragraph 21 or is "on track" to complete that training within three years as set forth in Paragraph 22.
21. Within 90 days of the effective date of this Agreement, the District will develop and provide to the United States for review and approval a professional development plan that, over the course of this Agreement, will provide core content teachers of Sheltered Content Instruction in Sheltered ESL, ESL Push-In, ESL Newcomer, and Collaborative ESL programs with

adequate training on effective strategies for teaching ELs and promoting their English language development in all four language domains. The professional development plan will provide each teacher, annually, with at least ten hours of professional development on effective EL teaching strategies and at least five hours of in-classroom support on using those strategies (e.g., coaching from the trainer or an EL Specialist). This professional development will give teachers practical instructional strategies appropriate for planning, delivering, and adapting content for ELs within the context of standards-based lesson planning, instruction, and assessment and sufficient opportunities for modeling, practicing, and receiving feedback regarding such strategies.

22. By the start of the 2019-20 school year, the District will require enough core content teachers of ELs to have completed or be on track to complete the training outlined in Paragraph 21 to be able to comply with Paragraphs 13 and 14. Being “on track” to complete the training within three years means that teachers new to the District receive ten hours of professional development on teaching strategies and five hours of in-classroom support on using those strategies per year.
23. To secure enough teachers who can provide the Sheltered Content Instruction and ESL required by this Agreement, the District will require that all newly posted teacher positions in the District require an ESL certification or that the teacher applicant become ESL-certified or complete the training required by Paragraph 21.
24. ESL Teachers and teachers who are assigned to co-teach will (a) receive training on how to co-teach classes to ELs by the end of the 2018-19 school year and (b) have weekly scheduled common planning time with their co-teacher by the start of the 2019-20 school year. Similarly, in the Collaborative ESL program, ESL-Certified Teachers and the general education and/or special education teachers who instruct ELs in this program will meet for at least a period each week for scheduled common planning, and such teachers will receive adequate training on how to collaborate in the delivery of content instruction to ELs by the start of the 2018-19 school year.
25. The District will develop a classroom walkthrough teacher feedback tool for use by administrators and instructional coaches in all schools to evaluate the implementation of ESL and Sheltered Content Instruction in core content classes. The District will provide its

proposed classroom walkthrough teacher feedback tool to the United States within 90 days of the start of the 2018-19 School Year; the United States will provide its feedback to the District within 60 days of receipt.

26. The District will provide principals, and any other administrators who evaluate teachers of ELs, with annual training regarding their responsibilities under this Agreement, in addition to training on how to identify ESL and sheltering teaching strategies in classroom instruction and how to use the classroom walkthrough tool described in Paragraph 25 to provide constructive feedback to teachers during and/or after classroom walkthroughs. In the principal training, the District will explain that collaboration with core content, special education, or any other teachers may not replace ESL instruction by an ESL-Certified Teacher. The District will provide its proposed administrator training for the United States' review and comment within 90 days of the start of the 2018-19 school year and annually thereafter by October 1; the United States will provide its feedback to the District within 60 days.
27. Within 90 days of the Agreement's effective date, the District will fill its EL Director position and provide this Director with the training necessary to oversee the implementation of this Agreement, including annual refresher training on its requirements.

### **CURRICULUM AND RESOURCE ALLOCATION**

28. The District will provide adequate resources, instructional materials,<sup>3</sup> and dedicated classroom/office space at all schools to implement its EL programs. This will include providing ELs with access to ESL and core content materials appropriate to their age and English Language Proficiency levels. Within 60 days of this Agreement, the District will complete an inventory of its existing materials and a review of its policies for selecting textbooks and other instructional materials. The District also will consider EL needs during its annual textbook review process and all curriculum working groups.
29. The District agrees that ESL is a core class for ELs that warrants a curriculum similar to that of other core courses. To that end, the District will develop or adopt a K-12 ESL curriculum over the course of this Agreement. The District will first develop and implement a newcomer

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<sup>3</sup> Materials will include age- and grade-appropriate English as a Second Language materials, core content materials that include an EL component or supplement, supplemental materials to make the vocational courses accessible to ELs, and native language materials.

ESL curriculum during SY 2018-2019. By December 2019, the District will develop and implement an elementary (grade K-5) ESL curriculum and, by the end of SY 2019-20, a secondary (6-12) ESL curriculum. The District will incorporate training on the new curricula and materials into teacher professional development days.

## **COMMUNICATIONS**

30. To identify limited English proficient parents who need language assistance, the District will ask parents to indicate on the home language survey whether they need school- and district-level communications in a language other than English through interpreters and/or translations. The District will make this information readily accessible to administrators and teachers through the student information system. By the 2018-19 school year, the District will train its employees to review this information before scheduling meetings with parents and sending out notices to parents. During this training, the District will explain how to obtain qualified interpreters and translations of essential information into the District's Major Languages. The District also will add a statement to its registration packet, its online registration form, and the homepage of the District and school websites about the availability of interpretation in multiple languages and how to request an interpreter or a translation.

31. The District agrees to give limited English proficient parents access to school-related information provided to other parents as follows:

A. Notices or documents containing essential information<sup>4</sup> that are distributed at the District or school level will be translated into the District's Major Languages and distributed to parents speaking those languages; and speakers of languages other than the Major Languages will be provided, in a timely manner, written translations or interpretation of

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<sup>4</sup> "Essential information" includes, but is not limited to: (a) report cards and other academic progress reports; (b) documents concerning academic options and planning; (c) documents concerning enrollment or registration; (d) 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; (e) requests for parent permission for student for student participation in District/school-sponsored programs and activities; (f) 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); (g) special education documents; (h) information about student discipline; (i) parent handbooks; (j) information related to public health and safety; and (k) any other written information describing rights/responsibilities of parents or students and benefits/services available to parents and students.

the documents in a language they understand either upon request or if the need for such translation becomes apparent to the District.<sup>5</sup>

B. Oral communications of essential information will be provided in a language the parent understands by means of an interpreter without undue delay. The District will provide oral interpretation or written translation of other school-related information upon receiving reasonable, specific requests for such information from limited English proficient parents.

32. All District or school-provided interpreters, whether paid District employees, contractors, or volunteers, will be: bilingual and demonstrably qualified and competent to interpret; trained in providing the interpretation they are asked to provide or sufficiently knowledgeable in both languages of any specialized terminology needed to provide the requested interpretation accurately; and trained in the ethics of interpretation (e.g., the need for accuracy and confidentiality in interpretation). Except in an emergency, the District will not use students, family or friends of limited English proficient parents, or Google Translate for interpretation of District- or school-generated documents or for any other translation or interpreter services. If there is an emergency and no District interpreter is available, the District will follow up with the parent in a timely manner to communicate, through a qualified interpreter or translation, the information that the family or friends orally interpreted. If instructional staff are asked to provide translation or interpreter services, the District will ensure that such duties do not interfere with the staff member's instructional and monitoring duties with respect to ELs and former ELs.

33. The District will develop written materials for parents that provide clear, accurate, and up-to-date information about each of its EL programs, including, but not limited to: (a) the amount of weekly ESL provided, depending on the EL's English Language Proficiency level; (b) the amount of weekly Sheltered Content Instruction provided; (c) the certification and training required for teachers who provide ESL and core content instruction; (d) the number of classes each day enrolling only ELs; and (e) whether classes in the EL program count as core credits or electives toward graduation requirements. The District will translate these materials into the Major Languages and will provide them to all parents prior to an initial EL program

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<sup>5</sup> The District agrees to extend this translation obligation to essential information on the District's website.

placement and prior to any change in EL program placement, and offer a qualified interpreter to explain items (a)-(e) above to limited English proficient parents of other languages.

34. To ensure that all schools have access to already translated information, the District will provide central office and school-based employees with electronic access to an accurate and current inventory of translated District-level and school-specific documents, as well as instructions for requesting translations of additional documents. The District will continue to expand the inventory to include translations of all district-level and school-level essential information in the Major Languages. To assist all schools in communicating with limited English proficient parents, the District will provide principals with a list of the names, languages, and contact information for all District employees, contractors, and others who provide translation and interpretation services. The policies and procedures regarding access to translation and interpretation services will be included in the District's annual training for administrators and teachers.

### **EL ACCESS TO SPECIAL SERVICES**

35. All provisions of this Agreement apply equally to ELs with disabilities. No EL with a disability will be denied ESL solely due to the nature or severity of the student's disability; nor will that student be denied special education services due to his/her EL status.<sup>6</sup> The District will notify parents of ELs with disabilities in writing in a language they understand that their child is entitled to both English as a Second Language and special education services.
36. The District will employ reasonable measures to train its special education and ESL-Certified Teachers who work with disabled EL students on how to provide services to ELs with disabilities, particularly disabilities affecting language acquisition and written and oral language processing and expression. This training will include at least one annual joint planning meeting with special education and ESL-Certified Teachers at each school to discuss ESL and procedures for timely identifying and serving ELs with disabilities. Each school also will maintain a list of staff members who have knowledge and experience regarding EL needs,

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<sup>6</sup> The District will provide English as a Second Language unless it receives a valid waiver from parents or in rare cases, a student's IEP team determines and documents in the student's IEP that the student's disability is so severe that it would be unreasonable to expect that the student will ever be capable of using or understanding language. The student's parent(s) must be informed in writing and in person, using qualified interpreters and translators, in a language they understand.

services, and language and cultural backgrounds, and the intersection of EL and special education services. To the extent practicable, the District will ensure that at least one person from this list is present at all special education meetings for ELs.

37. The District will provide an equal opportunity for ELs to apply for and participate in the District's specialized programs, including but not limited to the Advanced Academic programs at Nathanael Greene, Roger Williams, Classical High School, and the Providence Career & Technical Academy by: (1) ensuring that a student's EL status and the duration of time the student receives EL services is not a barrier to participation; (2) reviewing admissions criteria and scheduling decisions to ensure ELs are not denied admissions because of their limited English proficiency; (3) requiring enough teachers to complete the Sheltered Content Instruction training discussed in Paragraph 21 to provide ELs in these specialized programs with at least two periods of Sheltered Content Instruction per Paragraph 13; (4) staffing each school with enough ESL-Certified Teacher(s) to provide ELs in these programs with a daily period of ESL; (5) notifying all teachers and guidance counselors about how to recommend ELs among other students for participation; (6) translating admissions and recruitment materials into the Major Languages and offering oral interpretations of these materials to LEP parents who speak other languages; and (7) translating essential information on the schools' websites into the Major Languages.

### **PROGRAM MONITORING AND EVALUATION**

38. The District will monitor the EL services and English Language Proficiency progress of current ELs and the academic performance of current and former ELs through its electronic student information system(s). To facilitate its monitoring of current and former ELs, the District will maintain the following information electronically and in hard copy in each student's permanent educational record: the home language survey; the EL's initial and annual English Language Proficiency assessment scores in all domains, and the name of each EL program (e.g., Sheltered ESL, ESL Push-In, Transitional Bilingual) in which the student is enrolled (e.g., if the EL program changed over time). To permit evaluations of its EL programs over time, the District will maintain in its student database the following data in separate fields: all English Language Proficiency assessment scores, including the initial screener and annual assessment scores; standardized test scores; retention, drop out, and graduation data; whether the student

is a long-term EL, an opt-out EL, a former EL, or a newcomer EL or has limited or interrupted formal education; and the year that the student was designated as an EL.

39. The EL Director will review tracking data for each EL in all of the District's schools (including the English Language Proficiency levels in all four language domains), services (e.g., ESL, Sheltered Content Instruction, bilingual education), the amount of services, and whether the EL has a disability (or has been referred for a special education evaluation, if applicable) on a quarterly basis to ensure that all students identified as eligible for EL services are receiving appropriate services, unless the ELs have opted out of or exited the District's EL Programs.
40. The District will use valid and reliable criteria for exiting ELs from EL programs and EL status, including a grade-appropriate valid and reliable assessment of the student's English language proficiency level in each of the four language domains. The District will monitor the academic performance of former EL students twice a year, for two years, by reviewing their standardized test scores, composite and domain scores on the English Language Proficiency test at the time of exit, and progress reports for grades, attendance, preparation, and behavior to determine if the student needs any academic support services (e.g., tutoring) or needs to be retested for possible reentry into the EL Program. If a former EL student fails to make academic progress and if an ESL-Certified Teacher, an administrator, and core-content teachers determine that this failure may be due to a lack of English proficiency, the District will notify the student's parents and offer EL services and provide the student with the services that the parents accepts. Each District school will send its monitoring reports to the District's EL Department.
41. The District will monitor all schools for compliance with this Agreement. To that end, the District will develop school-level audit procedures to evaluate the quality and effectiveness of the EL programs, based on students' services, students' English Language Proficiency and academic performance, teacher evaluations, and staffing and resources allocations. At each school, an administrator will monitor caseloads of ELs to ensure each student receives the appropriate amount and type of services and progresses academically.
42. The District will evaluate the effectiveness of each of its EL programs district-wide to determine whether they are overcoming language barriers within a reasonable period of time and enabling students to participate meaningfully and equally in its educational programs. To that end, the District agrees to conduct a three-year longitudinal cohort analysis of each of its



programs at the elementary, middle, and high school levels by disaggregating and monitoring the following data by current, former, and never ELs, for each EL program utilized by the District: standardized test scores, exit rates, dropout rates, graduation rates, retention-in-grade rates, English Language Proficiency assessments, and enrollment in special education and enrichment programs (e.g., gifted, honors, and Advanced Placement classes). In conducting the analysis, the District will track a cohort of ELs who were enrolled in kindergarten, third grade, sixth grade, and ninth grade in SY 2016-17 and who remain enrolled in the District over the term of this Agreement. The District will use the results of its longitudinal analysis to inform EL program decisions and ensure every EL program it uses is effective.

## **REPORTING**

43. The District will provide to the United States annual reports in electronic format detailing its efforts to comply with this Agreement. An initial report containing the information in sections A and B below for the 2017-18 school year will be provided on August 3, 2018. A report containing the information in Sections A and B for the *current* school year will be provided on October 1, 2018. A report containing the information for all sections, including but not limited to Sections A and B, will be provided annually thereafter on July 15 for the school year that just ended. If any of the information required for the annual reports in a particular school year is available in a document that the District already has prepared to comply with federal or state laws or regulations, the District may include the document in its reports and indicate the section of the report to which the document applies.

### *A. Identification and Placement of Students.*

1. For each student registered in the District whose home language survey indicated a language other than English is spoken at home or by the student: local student ID number; grade level; language background (i.e., primary or home language(s) on the home language survey); the results of the English Language Proficiency assessment; the District's recommended EL program; the parent's preferred EL program; and, the actual school and EL program in which the District enrolled the student.
2. For each individual EL student: local student ID number; school; grade level; English Language Proficiency level; language background (i.e., primary or home language(s) on the home language survey); EL status (i.e., Active, ENE, Monitored, Former,

Never); opt out (Y or N); type of EL program (e.g., Sheltered ESL, Collaborative ESL, ESL Newcomer, Dual Language); amount of ESL instruction per day; name of ESL Teacher(s); whether ESL Teacher(s) has the ESL certification (Y or N); the subject of each Sheltered Content Instruction class; name of the teacher of each Sheltered Content Instruction class, and whether the sheltered core content teacher is ESL-certified, has completed the training required by Paragraph 21, or is “on track” to do so per Paragraph 22; number of years identified as EL; reentry date into the EL program (if applicable); special education (Y or N); primary disability; gifted and talented (Y or N); newcomer (Y or N); student with interrupted formal education (Y or N); and long-term EL (Y or N).

*B. Provision of EL Services and Access to the Core Curriculum.*

1. For each school, the number of ELs in total and by English Language Proficiency level who:
  - a. are enrolled in the school;
  - b. are not receiving ESL and have not opted out of ESL;
  - c. are not receiving a daily period of ESL;
  - d. are not grouped for ESL in accordance with the requirements of Paragraph 9;
  - e. are not receiving ESL instruction from an ESL-Certified Teacher;
  - f. are not receiving any Sheltered Content Instruction; and
  - g. are not receiving some Sheltered Content Instruction from an ESL-Certified Teacher, has completed the training required by Paragraph 21, or is “on track” to complete it per Paragraph 21.
2. A list of schools where more than 10% of ELs have opted out of services. Beginning in 2018, a description of the reasons for the opt-out decisions identified during the EL Director meeting and the appropriate steps to be taken pursuant to Paragraph 12.

*C. Staffing and Professional Development.*

1. A report that includes the name of each ESL Teacher, bilingual teacher, and long-term substitute for either positions, their school assignment(s), hiring date, whether the teacher has or is “on track” to earn the ESL certification, and the anticipated date by

which the teacher is expected to earn the ESL certification (if applicable). The District also will report this information for any core content teacher, including special education teachers, who have the ESL certification or are on track to earn it. The District will note any assignment changes, new hires, or departures since the prior report.

2. A report that includes the date on which District employees held a meeting pursuant to Paragraph 17, the participants in the meeting, and any improvements and/or policy changes to be implemented as a result of the meeting.
3. A report that includes the name of each core-content teacher who has taken advantage of the incentive program in Paragraph 19, the institution where they are working to obtain their ESL certification, and the anticipated conferral date.
4. A Sheltered Content Instruction training report that includes, for each school, the teachers, by name and subject, who have started, completed, or are expected to complete by the end of the school year the Sheltered Content Instruction training required by Paragraph 21.
5. A principal and instructional coach training report that includes sign-in sheets, dates, agendas, and training materials for the training discussed in Paragraph 26.
6. The District's professional development plans for the upcoming school year related to the implementation of this Agreement (e.g., Shelter Content Instruction training for teachers, principal training), including each training's date, title, target audience, hours, mandatory/voluntary status, and facilitator. The United States will review these plans and provide the District with any feedback within 60 days.

*D. Curriculum and Resource Allocation.*

1. An inventory of EL instructional materials required by Paragraph 28, by school, grade, book title, and author, and annually thereafter, a list of any new EL materials acquired since the prior year's inventory.

*E. Communications.*

1. An updated list of District employees, contractors, and others who provide translation and interpreter services, including the names of those individuals and the language(s) in which services are provided.
2. A list of translated District-level and school-specific documents by title of the document and the languages in which it was translated, and annually thereafter, an updated list of such documents pursuant to Paragraph 34.

F. *Access to Special Services.*

1. The number of ELs by grade and native language who (i) were referred to a student support team; (ii) the date of the referral; (iii) were referred for a special education evaluation, (iv) were evaluated in the native language, identifying the language; (v) were identified as having a disability, including each disability identified, and (vi) received special education services.
2. For each school, the number of special education teachers and paraprofessionals with EL-related training, identifying the name of any training since 2017, and multiple language skills, identifying each language in which the employee is proficient.
3. A list of names and contact information of qualified professional bilingual special education evaluators for each of the District's Major Languages and other languages to the extent available.
4. The number of current ELs and former ELs by grade and native language who applied to each of the District's specialized programs (e.g., Roger Williams, Classical High School, PCTA), the number of current ELs and former ELs who were admitted, and the number of current ELs and former ELs who enrolled. Additionally, the number of never ELs who applied, who were admitted, and who enrolled.

G. *Monitoring & Program Evaluation.*

1. A list of all former EL students who have exited the District's EL Program and are under monitoring. For each student: student ID; school; prior EL program; number of

years in the EL Program; English Language Proficiency assessment scores (composite and domain scores); and exit date.

2. A list of all former EL students who have been re-entered into EL status per Paragraph 40 by: student ID; school; all English Language Proficiency assessment scores; exit date; re-entry date; and the type and amount of ESL and/or other EL services provided.
  3. A copy of each school's monitoring report developed and provided to the District's EL Department pursuant to Paragraph 40.
  4. The District will complete the longitudinal study described in Paragraph 42 by the end of the 2020-21 school year and provide the results of that study to the United States by August 1, 2021.
44. The District will notify the United States of all proposed substantive changes or additions to its EL Programs, including those based on the results of the longitudinal study. If the United States objects, the United States will notify the District in writing within sixty (60) days.

### **ENFORCEMENT**

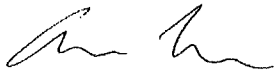
45. The District will, for the duration of this Agreement, preserve and maintain all records and documents, including all electronically stored information, used to compile the above-referenced reports, and all other documents pertinent to its compliance with the Agreement, and will provide such information to the United States upon request.
46. The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that for purposes of monitoring this Agreement, the United States, through its representatives and any consultant or expert it may retain, has the right, with at least 30 days advance notice, to conduct site visits, interview staff and students, and request such additional reports, information, or data as are necessary for the United States to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the EEOA. The District will honor any such requests by making the requested reports, information, or data available to the United States for its review within 30 days. The United States also may speak directly, without District counsel, with District

employees who are not administrators and have questions, concerns, or other information to raise with the United States regarding the District's obligations under the EEOA and this Agreement.

47. The District understands and acknowledges that, in the event of a breach by the District of this Agreement, the United States may initiate judicial proceedings to enforce the EEOA and the specific commitments and obligations of the District under this Agreement, provided, however, that the parties agree first to negotiate in a good faith effort to resolve the breach for 30 days or until an impasse is reached. 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 will not affect the validity of any other part of the Agreement. The District and United States will meet within 15 days after a court's decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.
48. This Settlement Agreement will be binding upon the City of Providence, successor members of the Providence Public School Board and successor District Superintendents. The District understands and acknowledges that this Agreement does not relieve the District from its other obligations under the EEOA or other federal laws. The United States, consistent with its responsibility to enforce the EEOA, retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any future alleged violations of the EEOA by the District.
49. The Settlement Agreement will remain in effect until 60 days after the District submits its complete report due on October 1, 2021 per Paragraph 43. 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 following signatures indicate the consent of the parties to the terms of this Agreement, which is effective upon its mutual execution.

STEPHEN G. DAMBRUCH  
United States Attorney  
District of Rhode Island

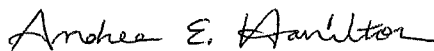


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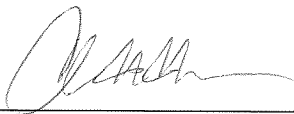


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Date: 08/09/18