

Settlement Agreement
Between
the United States
and
Coolidge Unified School District

Purpose

Coolidge Unified School District (“the District”) agrees to the terms of this Settlement Agreement (“Agreement”) and to comply fully with its provisions. The Agreement addresses and resolves 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”), which requires, *inter alia*, that school districts take “appropriate action to overcome language barriers that impede equal participation by [their] students in . . . instructional programs,” 20 U.S.C. § 1703(f).

After thoroughly reviewing aspects of the District’s program for English Learner (“EL”) students, including conducting a site visit to the District in March 2020, the United States identified a number of conditions in the District’s EL programs and practices that the District needs to address to comply with Section 1703(f) of the EEOA. Specifically, the United States concluded that the District failed to: 1) provide its EL students with appropriate and adequate language services, including services for EL students who are in the District’s Structured English Immersion (“SEI”) program, struggling academically, or Newcomers; 2) furnish its teachers with the professional development they need to implement the SEI program and meet the needs of its EL students; 3) use sufficient materials and curricula to implement its SEI program; 4) properly train its principals to evaluate teachers’ instruction to EL students; and 5) adequately assess 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. 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 21-26 below.

The District representatives, by signing this document, give assurances that they have the authority to bind the District, including successor administrators and members of the District’s School Board, for the Agreement’s duration.

I. DEFINITIONS

- “**AZELLA**” shall mean the Arizona English Language Learner Assessment, the examination used to assess the English language proficiency of students in Arizona in grades kindergarten through twelve whose primary or home language is other than English. AZELLA shall include the initial assessment used to identify EL students and the annual assessment of their progress toward proficiency in English.
- “**Elementary Grades**” shall mean kindergarten through eighth grade.
- “**English Language Development**” or “**ELD**” shall mean the teaching of English language skills to students who are in the process of learning English and includes Targeted ELD and Integrated ELD for purposes of this Agreement.

- **“Targeted ELD”** shall mean direct, explicit instruction about the English language, to EL students at the same or comparable English Language Proficiency Levels, that provides a systematic and developmentally appropriate approach to improve English language skills, knowledge, and abilities and to support content learning in English.
- **“Integrated ELD”** shall mean ELD instruction that is provided in the general education classroom setting by embedding the ELD within core content instruction (i.e., English/Language Arts, math, science, and social studies). This instruction includes an array of teaching strategies to make core content classes more comprehensible and accessible to EL students while promoting their ELD, including: scaffolding and differentiated instruction based on English Language Proficiency Level that meets individual language needs and provides meaningful access to content instruction; teaching to language objectives that help EL students achieve content objectives; building and activating background knowledge; explicitly teaching academic vocabulary; using supplementary and adapted materials, texts, and visual displays; grouping ELs by English Language Proficiency Level; cooperative learning and group work; offering primary language support; providing comprehensible input and clarification; promoting academic discussions; teaching content-area reading and writing skills; using formative and summative assessments of language and content objectives with EL accommodations; and giving proficiency-level appropriate feedback on EL students’ language use and demonstration of content knowledge.
- Both Targeted and Integrated ELD instruction shall address the listening, speaking, reading, and writing standards in the 2019 English Language Proficiency Standards adopted by the Arizona Department of Education.
- **“English Language Proficiency Level”** shall mean the EL student’s composite level of English language skill in the four language domains (listening, speaking, reading, and writing) as determined by the AZELLA (or any future valid and reliable ELP assessment of each of the four language domains that the Arizona Department of Education uses). The AZELLA English Language Proficiency Levels are: 1) Pre-Emergent; 2) Emergent; 3) Basic; 4) Intermediate; and 5) Proficient.
- **“English Language Proficiency Standards”** shall mean the standards adopted by the Arizona Department of Education in 2019. These standards are derived from the four language domains of speaking, listening, reading, and writing, and are aligned with Arizona’s English Language Arts Standards. These standards provide benchmarks of progress for EL students at various levels or grade spans and at different English Language Proficiency Levels.
- **“English Learner students”** or **“EL students”** shall mean students who require assistance to overcome language barriers that impede their equal participation in the District’s instructional programs.

- **“Former EL student”** shall mean a student who was formerly an EL student and 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 (listening, speaking, reading, and writing).
- **“Newcomer”** shall mean any foreign-born student who scores at the Pre-Emergent to Emergent levels on the AZELLA (or the equivalent level on any future valid and reliable English Language Proficiency assessment that the Arizona Department of Education uses) and has been in United States schools for less than one year.
- **“Scaffolding”** shall mean specialized and temporary support that is tailored to an EL student’s needs and designed to support that student’s future independence. Scaffolding requires meaningful interaction with other students and with content.
- **“Secondary Grades”** shall mean ninth through twelfth grades.
- **“Structured English Immersion” or “SEI”** shall mean an intensive ELD approach to instruction for EL students designed to accelerate their learning of the English language. SEI shall include daily Targeted ELD and daily Integrated ELD for EL students, as defined above and consistent with the requirements below.

II. REQUIREMENTS

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

Provision of EL Services and Access to the Core Curriculum

2. Consistent with the District EL Plan required by changes in the Arizona Department of Education guidance, the District shall provide all EL students with a daily period of Targeted English Language Development (ELD)¹ such that all EL students in Elementary Grades will receive at least 300 minutes² of Targeted ELD per week and all EL students in Secondary Grades will receive at least 250 minutes of Targeted ELD per week, unless the EL

¹ In School Year (SY) 2020-21, the District is providing instruction only four days a week. Under this four-day schedule and the District’s EL Program, a daily period of targeted ELD will be approximately: (1) 60 minutes for EL students in grades K-5, with an additional 20 minutes of daily small group targeted ELD instruction within a general education class (e.g., a first-grade English Language Arts teacher pulls a small group of Pre-Emergent EL students in the class for a reading or writing activity at a separate table or in a virtual breakout room); and (2) 60 minutes for EL students in grades 6-12, with at least an additional 20 minutes of small group targeted ELD instruction within a general education class at least once per week to reach 250 minutes per week (e.g., a ninth-grade biology teacher pulls a small group of Intermediate EL students to help them conduct an experiment and write a lab report).

² All references in this Agreement to required weekly or daily minutes of student instruction or intervention services assume that the District is operating under its current four-day schedule for that day or week. *See supra* note 1. If the school calendar provides for a day off from instruction or a shorter school day, the District may adjust the minutes provided to account for that schedule change.

student's parents/guardians make a voluntary and informed decision in writing to opt out³ of such services.

3. For purposes of providing Targeted ELD, the District shall group EL students by their English Language Proficiency Level within a single grade to the extent possible. When necessary because of low numbers of EL students in a particular grade and English Language Proficiency Level, the District may group EL students by (a) their English Language Proficiency Level and 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.

4. The District agrees to provide an additional 60 minutes per day of Targeted ELD through the grade-level English/Language Arts class for Newcomers and EL students whose English Language Proficiency Levels are Pre-Emergent or Emergent that is:

- a. taught by a teacher who (i) has the State English as a Second Language (ESL) Endorsement (an ESL-Endorsed Teacher) or meets the requirements of Paragraph 11.a; (ii) has State certification in English/Language Arts, and (iii) provides the ELs explicit Targeted ELD; or
- b. co-taught by (i) an ESL-Endorsed Teacher or a teacher who meets the requirements of Paragraph 11.a and (ii) a teacher certified in English/Language Arts who have co-planning time together, and the ESL-Endorsed Teacher (or teacher who meets the requirements of Paragraph 11.a) provides the ELs explicit Targeted ELD.

5. To ensure meaningful access to grade-level core content instruction, the District shall ensure that all EL students receive Integrated ELD in English/Language Arts, math, science, and social studies where instruction is primarily in English and teachers use effective SEI strategies (including but not limited to those in the definition of Integrated ELD above) to make lessons comprehensible to EL students while promoting their ELD. Consistent with the District's EL Plan, teachers of targeted ELD and homeroom teachers in grades K-5/content area teachers in grades 6-8 will work together on what they teach to EL students in reading and writing to reinforce content standards in their Targeted and Integrated ELD instruction.

6. Consistent with the District's EL Program, the District shall ensure that teachers of Targeted and Integrated ELD document in their lesson plans: 1) the English Language Proficiency Standards being taught and how they will be used to differentiate instruction for the different English Language Proficiency levels of EL students in the class; 2) the language and content objectives for each lesson; 3) the SEI and ELD strategies used to deliver the content to EL students; 4) the 20 minutes of small group targeted ELD instruction for EL students in the K-5 homeroom (e.g., phonological awareness activity in small group reading) and a minimum of 20 minutes of small group targeted ELD instruction for EL students in a core content class for grades 6-12; and 5) where applicable, the remote learning strategies identified by the District for EL students.

³ 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.

7. All provisions of this Agreement apply equally to ELs with disabilities. No EL with a disability will be denied Targeted or Integrated ELD due to the student's disability; nor will that student be denied special education services due to his/her EL status.⁴

8. The District shall develop and implement a policy to provide interventions to EL students who are struggling with course content. These interventions shall not substitute for the Targeted and Integrated ELD requirements in this Agreement. This policy shall provide for intensive small-group interventions for at least 30 minutes a day in homogeneous groups and:

- a. For EL students struggling in English literacy, explicitly address vocabulary, listening and reading comprehension, and writing; and
- b. For EL students struggling in math, help build the foundational knowledge and the skills necessary to master grade-level course content.

Staffing and Professional Development

9. The District shall make all reasonable efforts in good faith to ensure that teachers of Targeted English Language Development (ELD) have the State's English as a Second Language (ESL) Endorsement. Such efforts shall include (a) encouraging, through monetary and other incentives, the District's current Targeted ELD teacher to pursue and obtain the ESL Endorsement within the next three years; (b) providing monetary and other incentives for Targeted ELD teachers to pursue the ESL Endorsement; (c) recruiting Targeted ELD teachers who have the ESL Endorsement or are willing to earn it within three years; and (d) requiring that any newly hired teacher of Targeted ELD who lacks the ESL Endorsement takes steps to earn it within three years of their date of hire.

10. The District shall ensure that teachers of Integrated ELD are certified in the content area and (a) have the State's ESL endorsement; (b) have the State's Structured English Immersion ("SEI") endorsement and have completed the training required by Paragraph 11 on how to use effective strategies to integrate ELD into core content to make the content accessible to EL students and promote their ELD across the four domains; or (c) have the State's SEI endorsement and are "on track" to complete this training. Being "on track" means completing the ten hours of training on effective SEI and ELD strategies per year and five hours of in-classroom support on using those strategies per year required by Paragraph 11.b.

11. Within 90 days of the effective date of this Agreement, the District will develop a professional development plan and submit the plan and the proposed training materials to implement the first year of the plan to the United States for review and approval. The District shall submit all training materials to carry out the remaining requirements of the professional development plan at least 90 days before the training session at which those materials are to be used. If the United States does not approve the professional development plan or materials, it

⁴ The District will provide Targeted and Integrated ELD to EL students with disabilities unless the District receives a valid waiver from parents/guardians or, in rare cases, a student's Individualized Education Program ("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)/guardian(s) must be informed in writing in a language they understand, using qualified interpreters and translators.

shall provide comments and edits to guide the District's revisions. The parties shall work cooperatively to produce a professional development plan and training materials that the United States approves. The professional development plan will provide annual training as follows:

a. All District teachers of Targeted ELD who have the State ESL Endorsement shall receive (i) five hours of in-person training on language acquisition, English Language Proficiency Standards, and research-based strategies for Targeted ELD instruction, including how to deliver small group ELD instruction effectively; and (ii) three hours of in-class support on using these strategies. If teachers of Targeted ELD lack the ESL Endorsement, they shall receive annually: (i) at least ten hours of in-person training on effective strategies for providing Targeted ELD for EL Students and (ii) at least five hours of in-classroom support on using those strategies. In-classroom support includes, but is not limited to: coaching from the trainer or an EL specialist with expertise in Targeted ELD, including co-planning Targeted ELD lessons for EL students; observing the teachers-in-training deliver these lessons in class (with modeling as appropriate from the trainer or EL specialist); and sharing constructive feedback on the observed lesson.⁵

b. All District core content teachers of EL students who lack an ESL Endorsement shall receive annually: (i) at least ten hours of in-person training on effective strategies for providing Integrated ELD for EL students and promoting their ELD in all four language domains, consistent with the definition of Integrated ELD above; and (ii) at least five hours of in-classroom support on using those strategies. In-classroom support includes, but is not limited to: coaching from the trainer or an EL specialist with expertise in Integrated ELD, including co-planning Integrated ELD lessons for EL students; observing the teachers-in-training deliver these lessons in class (with modeling as appropriate from the trainer or EL specialist); and sharing constructive feedback on the observed lesson.

c. All District teachers of EL students shall receive an initial one-day training regarding the specific language development needs of Newcomers to be completed by the beginning of the 2021-2022 school year. In addition, by December 31, 2021, the District will provide all core content Secondary Grade teachers a half-day training specifically tailored to teaching Newcomers in their subject areas and all Elementary Grade teachers a half-day training specific to meeting the language development needs of Newcomer Elementary Grade students. The professional development plan will provide this training on an annual basis for new teachers who have not previously completed the training.

d. All teachers, master and mentor teachers, and school and District administrators shall receive annual training on how to interpret data to make data-driven decisions for lesson planning, resource allocation, and professional development and support.

e. Principals and other administrators who evaluate teachers of EL students shall receive: at least five hours of training regarding their responsibilities under this Agreement; at least ten hours of training on how to identify and support effective Targeted ELD, Integrated ELD, and Newcomer-specific strategies in classroom instruction; and at least five hours of

⁵ During the unprecedented circumstances related to the coronavirus, the District may use interactive, synchronous training online toward the required "in-person" training hours and online observations and coaching toward the required "in-classroom support" hours.

training on how to use the classroom observation tool and walk-through protocols described in Paragraph 14 to provide constructive feedback to teachers during and/or after classroom walkthroughs.

12. The District shall ensure that the professional development described in Paragraph 11 is of sufficient duration and gives teachers practical instructional strategies appropriate for planning, delivering, and adapting content for EL students within the context of standards-based lesson planning, instruction, and assessment and sufficient opportunities for modeling (with expert support), practicing, and receiving feedback regarding such strategies (coaching).

13. The District shall ensure that schools' master schedules allow all teachers of Targeted ELD to:

- a. attend grade-level meetings at least bimonthly in order to support grade-level homeroom and core content teachers to integrate ELD within core content instruction; and
- b. have at least one period of protected lesson preparation time per day so they are able to plan targeted language instruction that reinforces core content being taught in the integrated setting.

14. The District shall develop a classroom observation teacher feedback tool and walk-through protocols for use by administrators and master and mentor teachers in all schools to evaluate teachers' implementation of Targeted ELD, Integrated ELD, and Newcomer-specific teaching strategies. Within 90 days of the Agreement's effective date, the District will provide its proposed classroom observation teacher feedback tool and walkthrough protocols to the United States for review and approval. If the United States does not approve the classroom observation teacher feedback tool, it shall provide comments and edits to guide the District's revisions. The parties shall work cooperatively to produce a classroom observation teacher feedback tool and walkthrough protocols that the United States approves. Within 45 days of the United States' approval of the tool, the District will train its administrators and master and mentor teachers on using the tool.

EL Materials and Curriculum

15. The District shall provide adequate instructional materials for all EL students, including Newcomers. Materials shall include sufficient age- and grade-appropriate English Language Development ("ELD") and core content materials to support all EL students, and the ELD materials shall include a Newcomers component or supplement. The District shall ensure that all ELD teachers receive training on new instructional materials prior to their use in schools.

16. The District shall develop or adopt over the course of this Agreement an ELD curriculum for both the Elementary and Secondary Grades. Within 60 days of the effective date of this Agreement, the District will submit its proposed curricula to the United States for review, comments, and approval. The District shall require teachers of Targeted and Integrated ELD to complete training on the new curricula within 60 days of the approval of the curricula by the United States and by the start of the 2021-22 school year. The District will implement the curricula by the start of the 2021-22 school year.

Program Monitoring and Evaluation

17. The District shall monitor through its electronic student information system(s): the EL student's primary and home language; the Targeted and Integrated ELD services of each EL student; the English Language Proficiency progress of current EL students through the initial and annual Arizona English Language Learner Assessment (AZELLA) in all domains and the composite score; and the academic performance of current and former EL students. To permit longitudinal evaluations of its SEI program, the District will maintain the following data over time in its electronic student information system for all students: the initial screener and annual AZELLA scores in all domains and the composite score; standardized test scores; retention, drop out, and graduation data; whether the student is a long-term EL student (i.e., identified as an EL student for six years or more), an EL student with a disability, an opt-out EL student, a former EL student, a Newcomer, or a former Newcomer; and the year that the student was designated as an EL student.

18. The District shall review the following data on a quarterly basis to ensure that all EL students are receiving the Targeted and Integrated ELD services required by this Agreement: the EL student's English Language Proficiency Levels overall and in the four language domains; the amount of Targeted ELD; the amount of Integrated ELD; whether the EL student has opted out; and whether the EL student has a disability (or has been referred for a special education evaluation, if applicable). The data review team shall include the EL Director and the EL student's teacher(s). If this review identifies EL students who are not receiving the Targeted and/or Integrated ELD services required by this Agreement or who are not making adequate progress, the District shall identify the ELD services, interventions, and other instructional approaches designed to meet their needs in a quarterly report. The District shall provide these ELD services, interventions, and/or approaches to the EL students within ten days.

19. The District shall monitor all schools for compliance with this Agreement and the effectiveness of the SEI Program. To that end, the District shall develop school-level audit procedures to evaluate the quality and effectiveness of its SEI program, based on EL students' services, students' ELP and academic performance, teacher evaluations, and staffing and resource allocations. At each school, an administrator, with the help of master teachers, will monitor the data required by Paragraphs 17 and 18 above to ensure that each EL student receives the requisite amount of Targeted and Integrated ELD instruction and makes progress academically and in acquiring English. The District also shall ensure that school administrators monitor and document evidence of EL program compliance and effectiveness through weekly observations, using the District walk-through forms and the Arizona Department of Education's SEI compliance forms, and feedback sessions with relevant staff.

20. The District will evaluate the effectiveness of its SEI program to determine whether EL students are overcoming language barriers within a reasonable period of time and participating meaningfully and equally in all of the District's educational programs. To that end, the District agrees to conduct a longitudinal cohort analysis of its SEI program at the Elementary and Secondary Grades for three full school years by disaggregating and monitoring the following data by current, former, and students who were never ELs for each EL program utilized by the District: standardized test scores; exit rates; dropout rates; graduation rates; retention-in-grade

rates; ELP 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 EL students who were enrolled in kindergarten, third grade, sixth grade, and ninth grade in the 2020-21 school year and who remain enrolled in the District over the term of this Agreement. The analysis shall be conducted by a committee composed of the EL Director, the Human Resources Director, the Special Education Director and the school principals. The District will use the results of its longitudinal analysis to inform EL program decisions and ensure the effectiveness of every EL program.

III. REPORTING

21. The District will provide to the United States status reports in electronic format detailing its efforts to comply with this Agreement. An initial report of the information in Paragraph 21.a-b below will be provided by May 31, 2021, and that same information will be provided by October 1 of each school year for which this Agreement is in effect. A full report shall be provided by July 1 of each year the Agreement is in effect, providing a narrative describing the District's efforts to comply with each paragraph of Section II above since the last status report (or since the effective date of the Agreement in the case of the first status report), and any information and documents that demonstrate the District's efforts to comply with that paragraph, including:

- a. For each individual EL student: local student ID number; school; grade level; English Language Proficiency (ELP) Level; language background; opt out (Y or N); amount of Targeted English Language Development (ELD) instruction per week; name of Targeted ELD teacher(s); whether the Targeted ELD teacher has the English as a Second Language (ESL) endorsement (Y or N); whether the Targeted ELD teacher has completed the training required by Paragraph 11.a; the subject of each Integrated ELD class; name of the each Integrated ELD teacher; whether each Integrated ELD teacher has the ESL endorsement (Y or N); whether each Integrated ELD teacher is on track to complete the training required by Paragraph 11.b (Y, N, N/A for ESL-Endorsed Teacher); number of years identified as an EL student; long-term EL student (Y or N); Newcomer (Y or N); Newcomer status (active, former, never); special education (Y or N); primary disability; and gifted and talented (Y or N).
- b. For each school, the number of EL students in total who have not opted out and:
 - i. are not receiving any Targeted ELD;
 - ii. are not receiving the requisite amount of Targeted ELD under Paragraph 2;
 - iii. are not receiving Targeted ELD from an ESL-Endorsed Teacher;
 - iv. are not receiving appropriately grouped Targeted ELD under Paragraph 3; and
 - v. are not receiving Integrated ELD in English/Language Arts, math, science, and social studies from a teacher certified in the content area

who (i) has the ESL endorsement; or (ii) has the Structured English Immersion (SEI) endorsement and is on track to complete the training required by Paragraph 11.b.

- c. The District's professional development plans for the upcoming school year related to the implementation of this Agreement (e.g., Integrated ELD training for teachers, principal training), including each training's date, title, target audience, hours, mandatory/voluntary status, and facilitator.
- d. A report that includes the teachers, by name and subject (Targeted ELD, Integrated ELD/Social Studies), who have started, completed, or are on track to complete the professional development required by Paragraphs 11.a and 11.b, including the hours of (a) in-person training and (b) in-class support they received.
- e. A report that includes the teachers, by name and subject, who have completed the professional development on teaching Newcomers required by Paragraph 11.c.
- f. A report that includes the employees, by name and job title, who have completed the professional development required by Paragraph 11.d.
- g. A report that includes the principal/administrator training sign-in sheets, dates, agendas, and training materials for the training required by Paragraph 11.e;
- h. A list of all new EL materials, including those specific to Newcomers, acquired by the District since the prior year's inventory.
- i. A copy of each District school's monitoring report developed pursuant to Paragraph 18.
- j. The District will complete the longitudinal study described in Paragraph 20 by the end of the 2022-23 school year and provide the results of that study to the United States by August 1, 2024.

IV. ENFORCEMENT

22. 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.

23. 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 to conduct site visits, interview staff and students, and request such additional reports,

information, or data as are necessary for determining whether the District has fulfilled the terms of this Agreement and is in compliance with the Equal Educational Opportunities Act (“EEOA”). The United States also may speak directly 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.

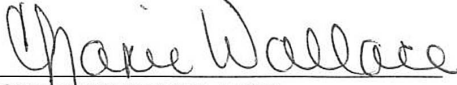
24. The District understands and acknowledges that, in the event of a breach by the District of this Agreement, the United States may initiate judicial proceedings to enforce the EEOA and the specific commitments and obligations of the District under this Agreement, provided, however, that the parties 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.

25. This Settlement Agreement will be binding upon the successor members of the Coolidge Unified School District and successor administrators. The District understands and acknowledges that this Agreement does not relieve the District from its other obligations under the EEOA and 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.

26. The Settlement Agreement will remain in effect until 60 days after the District submits its complete report due on October 1, 2024 per Paragraph 21. 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.

27. The following signatures indicate the consent of the parties to the terms of this Agreement, which is effective upon its mutual execution.

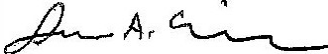
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