

**Settlement Agreement**  
**Between**  
**the United States**  
**and**  
**Horry County Schools**

## **PURPOSE**

Horry County 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 its English for Speakers of Other Languages (“ESOL”) program. The District’s ESOL services consist of: (1) English as a Second Language instruction to help ELs acquire proficiency in English; and (2) access to the core curriculum for ELs through Sheltered Content Instruction (defined below). After conducting a thorough review of the District’s ESOL program, the United States notified the District of its noncompliance with Section 1703(f) of the EEOA on September 30, 2016.<sup>1</sup> Specifically, the United States found that the District did not: (a) identify its ELs in a consistent manner; (b) provide any ESOL services to a significant number of ELs; (c) provide sufficient ESOL services to a large number of ELs; (d) staff its ESOL program with a sufficient number of teachers qualified to deliver the English as a Second Language and sheltered content components of its program; (e) have adequate materials for its ELs; (f) provide ELs adequate access to its gifted and talented programs; (g) ensure appropriate practices and services for ELs with disabilities; (h) adequately monitor the effectiveness of its ESOL program; or (i) provide sufficient translation and interpretation services for Limited English Proficient (“LEP”) parents.

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. This Agreement will be in effect from the date of

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<sup>1</sup> The United States formally notified the District of its investigation into the District’s services for its EL population by letter dated September 30, 2015. In this and in a subsequent letter dated March 28, 2016, the United States submitted requests for information and documents. The United States also conducted a site visit to nine schools on May 16-19, 2016.

signature by the United States, and will remain in effect for three (3) full school years following that date subject to the terms of Paragraphs 31-35 below.

### **DEFINITIONS**

- **English Learners** 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 his/her 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** is direct, explicit instruction about the English language that provides a systematic and developmentally appropriate approach to teaching language. English as a Second Language instruction addresses the listening, speaking, reading and writing standards in the South Carolina Department of Education guidelines.
- **ESOL** refers to English for Speakers of Other Languages and is the name of the District’s chosen program for ELs. The District refers to its teachers of English as a Second Language as “ESOL” teachers.
- **ESOL services** consist of (1) English as a Second Language instruction and (2) Sheltered Content Instruction (defined below) to provide access to core content.
- **ESOL-certified teacher** refers to teachers who have earned the add-on certification recognized by the South Carolina Department of Education for teachers of English for Speakers of Other Languages.
- **ESOL Coordinator** refers to the District-level employee responsible for overseeing the District’s ESOL Program and monitoring the District’s compliance with this Agreement and Section 1703(f) of the EEOA. The ESOL Coordinator is assisted by ESOL coaches.
- **ESOL Administrator Liaison** refers to the principal-designated administrator at each school responsible for collaborating with the lead ESOL teacher to support the identification, instruction, and monitoring of the school’s EL population.
- **ESOL Advisory Board** refers to a group of ESOL teachers who volunteer to represent the District’s ESOL teaching staff at regular meetings with the ESOL Coordinator, to lead professional development activities, and to provide feedback to the District in the Advisory Board Briefs.
- **Exited EL** refers to a student who was formerly an EL but subsequently met the criteria for exiting the ESOL Program, including demonstrating proficiency in English on a valid and reliable assessment of the student’s ELP in each of the four language domains.
- **Individualized Learning Plan** is a District-generated document developed by the ESOL and classroom teachers of each EL that describes the instructional modifications, strategies, and accommodations that each EL will receive. The District requires classroom teachers to sign

each EL's Individualized Learning Plan and to maintain a copy in the student's file. Individualized Learning Plans can be amended throughout the school year as needed, and the District requires middle and high school ESOL teachers to issue Individualized Learning Plans twice yearly.

- **Limited English Proficient** refers to parents with limited English proficiency.
- **Major Languages** refers to the District's most commonly spoken languages among ELs other than English, including Spanish, Arabic, Mandarin, Portuguese, and Vietnamese, and includes any other languages that more than 100 ELs in the District speak.
- **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 language development, such as scaffolding, differentiating instruction for ELs, grouping ELs by ELP level, using adapted materials, texts, and visual displays, cooperative learning and group work, offering primary language support, and providing clarification.
- **Word-class Instructional Design and Assessment (WIDA)** refers to the District's current membership in the WIDA consortium. WIDA standards and assessments are used by the District.

### **GENERAL REQUIREMENTS**

1. The District shall take appropriate action to overcome language barriers that impede equal participation by ELs in its instructional programs. *See* 20 U.S.C. § 1703(f).
2. The District shall not deny children access to its public schools on the basis of their national origin, race, or color, among other factors. *See* 42 U.S.C. § 2000c-6.

### **SPECIFIC REQUIREMENTS**

#### **STUDENT IDENTIFICATION**

3. As part of its process for identifying ELs, the District requires 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 WIDA<sup>2</sup> guidelines, students participating in the child development program will be assessed no earlier than six months prior to the start of their kindergarten year.

4. The District will administer English language proficiency assessments and place ELs in appropriate ESOL services in grades K-12 within twenty days if enrolling during the first week of school and thereafter within ten days from the date of the student's enrollment. In the event that a student withdraws from the District for at least a semester to attend school elsewhere and then re-enrolls in the District without a current English language proficiency score, the District may re-administer the initial English language proficiency assessment for placement purposes.
5. The District will provide ESOL services to all students who do not demonstrate proficiency in English on the English language proficiency assessment, unless the student's parent makes an informed decision, in writing, to waive<sup>3</sup> ESOL services. Consistent with its policy, the District will monitor the academic progress of each waiver EL at least twice a year to assess his/her ability to participate meaningfully in the regular education program without ESOL services. When a waiver EL is not progressing as expected, the District will inform the student's parents in a language they understand and recommend ESOL services.
6. By September 15, 2017, and annually thereafter, the District will train all registration and intake personnel, including guidance counselors and ESOL teachers, on its EL identification and placement policies and procedures, including those outlined in this section.

### **STUDENT PLACEMENT & ACCESS TO PROGRAMMING**

7. As part of the ESOL program, all non-waiver ELs (levels 1-6NE) will receive at least 45 minutes daily or the weekly equivalent of 225 minutes a week<sup>4</sup> of English as a Second Language instruction.<sup>5</sup> To the extent practicable or appropriate to student need, the District

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<sup>2</sup> South Carolina is a member of the WIDA (World-Class Instructional Design and Assessment) consortium.

<sup>3</sup> "Waiver" students do not receive direct ESOL services; however, they remain entitled to all appropriate accommodations on classroom and standardized assessments and may not opt out of the annual English language proficiency assessment.

<sup>4</sup> Given that the size and specific characteristics of the District require some itinerant ESOL teachers, the parties agree that the weekly equivalent option is for schools with fewer than 30 ELs.

<sup>5</sup> For the 2017-18 school year, the District will use its initial October 15, 2017 report required by Paragraph 29 to make any ESL scheduling and/or staffing adjustments needed to comply with Paragraph 7 by the second semester.

will provide ELs with additional English as a Second Language instruction. The District may group ELs for English as a Second Language instruction 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. The District may provide English as a Second Language instruction in an EL-only class or a pull-out or push-in setting. For ELs with an English language proficiency level of 4-6NE<sup>6</sup>, this period of English as a Second Language may be provided in the grade-level English Language Arts class with non-ELs, provided the teacher provides the ELs explicit English language development and (1) has the state add-on ESOL certification and is certified to teach the ELA class; or (2) co-teaches with the certified ELA teacher and (a) has the state ESOL certification or (b) is “on track” to earn it per Paragraph 14).

8. As part of the ESOL program and to ensure meaningful access to the regular curriculum, all ELs will receive core content classes where instruction is primarily in English and teachers shelter the content appropriately to make it accessible to ELs. To support ELs with the least amount of English, the District will prioritize the assignment of ELs with English language proficiency levels 1-3 to sheltered content classes and then assign ELs with higher English language proficiency levels as more teachers complete the training set forth in this Agreement (e.g., Paragraph 15). By the third year of this Agreement, all ELs will receive at least two periods of sheltered instruction per day.
9. So that teachers know which students need language assistance, all current and exited ELs will have their English language proficiency level and status (i.e., Directly Served, Monitored, Former EL, Waiver, Never EL, Exchange Student) noted on all electronic class rosters and their ESOL services and accommodations recorded in their Individualized Learning Plan. The District agrees to monitor class rosters and Individualized Learning Plans at least once each semester to ensure that all ELs receive the ESOL services in this Agreement. If the District learns that a non-waiver EL is not receiving English as a Second Language and/or Sheltered Content Instruction consistent with its ESOL program and this

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<sup>6</sup> 6NE is a South Carolina-specific level notation that designates students who have scored proficient on one or more areas of the annual ACCESS test but have not met the state exit criteria.

Agreement, the District will take reasonable steps to ensure that the EL receives appropriate ESOL services within ten days, consistent with its protocols.

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

10. All provisions of this Agreement apply equally to ELs with disabilities. No EL with a disability will be denied ESOL services 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>7</sup> The District will notify parents of ELs with disabilities in writing in a language they understand that their child is entitled to both ESOL and special education services.
11. The District will employ reasonable measures to train its special education and ESOL teachers 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 ESOL teachers at each school to discuss ESOL services and procedures. Each school will also maintain a list of staff members who have knowledge and experience regarding EL needs, 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.
12. The District will ensure that a student's EL status and duration in the ESOL program is not a barrier to enrollment in its advanced, accelerated, or gifted courses or programs.
13. The District will continue to screen for gifted status all students in grades 2 and 5, as well as all referred students in grades 3-4 and 6-11. The District will monitor current and former EL participation in its gifted program by school.

### **STAFFING & PROFESSIONAL DEVELOPMENT**

14. The District will ensure that teachers of the English as a Second Language and Sheltered Content components of its ESOL Program are adequately trained to provide those services to ELs. All English as a Second Language instruction will be provided by an ESOL-certified

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<sup>7</sup> Under no circumstances shall the District deny ESOL services entirely, unless, in rare cases, the student's IEP team determines and documents in a 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.

teacher or one who is “on track” to complete the state add-on ESOL certification. Consistent with State guidance, “on track” will mean that any newly hired ESOL teachers who lack the ESOL certification will obtain it within two years of their hire and any current ESOL 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 options: a teacher dually endorsed in ESOL and the content area; an ESOL-certified teacher co-teaching with a content-certified teacher; or a content-certified teacher who has completed or is “on track” to complete the training outlined in Paragraph 15 within three years.<sup>8</sup>

15. To secure enough teachers who can implement the Sheltered Content classes of its ESOL Program, the District is developing a professional development plan that over the course of this Agreement will provide the teachers of Sheltered Content classes 45 hours of adequate training on sheltered instructional strategies. Being “on track” to complete this training within three years will mean the teacher receives 10 hours of professional development on sheltering strategies and 5 hours of in-classroom and on-site support on using those strategies per year. This professional development will give teachers practical instructional strategies appropriate for planning, delivering, and sheltering 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. By September 5, 2017, the District will provide written notice to all core content teachers regarding the sheltered instruction training<sup>9</sup> and identifying available options for obtaining an ESOL add-on certification.

16. By the start of the 2017-18 school year, the District will employ a sufficient number of ESOL teachers to provide the English as a Second Language component of its ESOL Program

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<sup>8</sup> While the District may supplement its ESOL services with additional assistance, including but not limited to native language push-in or other targeted support provided by a bilingual paraprofessional or tutor, academic monitoring, remedial literacy programming (e.g., READ 180), other interventions (e.g., tiered support through Response to Intervention), and compensatory services, these services shall not pre-empt or substitute for English as a Second Language or Sheltered Content Instruction, and do not fulfill the ESOL service requirements set forth in Paragraphs 7 and 8.

<sup>9</sup> Although the District has chosen to prioritize certain grades and subjects, all core content teachers, ESOL teachers, career/tech teachers shall be permitted to attend the training on a space available basis. Current employees in the priority group who completed the Sheltered Instruction Observation Protocol training held at Myrtle Beach Middle in the 2014-15 school year shall be required to complete the 5 annual hours of in-classroom application and coaching.



consistent with this Agreement. Thereafter, the District will make necessary ESOL staffing adjustments based on changes to the numbers of ELs at its schools.<sup>10</sup> The District will actively recruit ESOL-certified, sheltered-instruction-trained, and bilingual candidates for relevant teaching and administrative positions, including registration personnel, special education teachers, and long-term substitutes. To that end, the District's notices regarding vacancies will express a preference for candidates with ESOL, sheltered content, or other EL instructional training or foreign language fluency. District employees responsible for the recruitment and hiring of ESOL and special education personnel will meet annually to discuss ways to improve the recruitment, hiring, and assignment of applicants who are certified in ESOL and special education.

17. ESOL and sheltered content teachers who are assigned to co-teach will have weekly common planning time with their co-teacher, and such teachers will receive training on how to co-teach classes to ELs. The District will continue to provide to all teachers its annual ESOL in-service and training on the WIDA standards and assessments that the District uses.
18. The District will provide Principals and ESOL Administrator Liaisons annual training regarding their responsibilities under this Agreement. To the extent the Principals and Liaisons evaluate English as a Second Language or sheltered content teachers, these administrators will receive additional training on how to identify EL teaching strategies and provide constructive feedback during classroom walkthroughs.

### **CURRICULUM & RESOURCE ALLOCATION**

19. The District will provide adequate resources, instructional materials,<sup>11</sup> and dedicated classroom space at all schools to implement its ESOL program. This will include providing ELs with access to English as a Second Language and core content materials appropriate to their age and English language proficiency levels inside and outside of ESOL classrooms.<sup>12</sup>

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<sup>10</sup> The District aims at a minimum to meet the State-recommended EL student-to-ESOL teacher ratio of 60:1 (i.e., for every 60 ELs, the District intends to employ 1 ESOL teacher). The United States does not presently take any position on the sufficiency of this ratio, but will monitor student and teacher schedules to assess the District's compliance with this Agreement and the EEOA.

<sup>11</sup> Materials shall include age- and grade-appropriate English as a Second Language materials, core content materials that include an EL component or supplement, and native language materials.

<sup>12</sup> For example, students who are permitted by their Individualized Learning Plan to use bilingual dictionaries may take them to all classes, and students with school-based Rosetta Stone accounts may retain access throughout the school year.

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 in all curriculum working groups.

20. The District agrees that English as a Second Language is a core class for ELs that merits a curriculum similar to that of other core courses. To that end, the District will develop a K-12 English as a Second Language curriculum over the course of this Agreement. Based on feedback from District personnel, the District will first develop and implement an English as a Second Language curriculum for newcomers by SY 2017-18. By SY 2018-19, the District will develop and implement an elementary (K-5) English as a Second Language curriculum, and by SY 2019-20, a secondary (grades 6-12) English as a Second Language curriculum. The District will incorporate training on the new curricula and materials into ESOL teacher professional development days.

## **COMMUNICATIONS**

21. To identify LEP parents who need language assistance, the District will ask parents to indicate on the HLS whether they need school- and district-level communications in a language other than English through interpreters and/or translations. This information will be made readily accessible to administrators and teachers through the student information system. The District will train its employees to review this information before scheduling meetings with parents and sending out notices to parents, and explain how to obtain qualified interpreters and translations of essential information into the District's Major Languages.
22. The District agrees to give LEP parents access to school-related information provided to other parents as follows:
  - A. Notices or documents containing essential information<sup>13</sup> that are distributed at the District or school level will be translated into the District's first Major Language

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<sup>13</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 ESOL services; (e) requests for parent permission for student for student participation in District/school-sponsored programs and activities; (f) promotional

(Spanish) by SY 2017-18, into the second and third most common Major Languages by SY 2018-19, and into the fourth and fifth most common Major Languages by SY 2019-20, and distributed to parents speaking those languages;<sup>14</sup> and speakers of languages other than the Major Languages will be provided, in a timely manner, written translations or interpretation of the documents in a language they understand either upon request or if the need for such translation becomes apparent.<sup>15</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 LEP parents.

23. 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 LEP parents 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 LEP 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 exited ELs.

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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 the rights and responsibilities of parents or students and the benefits and services available to parents and students.

<sup>14</sup> To the extent the District has already translated some of this essential information into the Major Languages, it will continue to distribute these translated materials to parents speaking those languages and will translate the remaining essential information into the Major Languages according to the phased-in deadlines in Paragraph 22.A.

<sup>15</sup> The District agrees to extend this translation obligation to essential information on the District's website.

24. 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. 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 LEP 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. Policies and procedures regarding access to translation and interpretation services will be included in the District's annual training for administrators and teachers.

### **MONITORING & PROGRAM EVALUATION**

25. The District will monitor the ESOL services and English language proficiency progress of current ELs and the academic performance of current and exited ELs through its electronic student information system(s). To facilitate its monitoring of current and former ELs and consistent with current practice, the District will maintain the Home Language Survey, initial screener, and annual English language proficiency assessment scores in each student's permanent educational record and will electronically maintain the Individualized Learning Plans for each school year.

26. The District will monitor exited ELs twice a year for at least two years by reviewing their standardized test scores, composite and domain scores on ACCESS when they exited, 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 ESOL Program. If an exited student fails to make academic progress and a school-based team familiar with the student determines that this failure is due to a lack of English proficiency, the District will notify the student's parents and offer ESOL services.

27. The District will monitor all schools for compliance with this Agreement. To that end, the District will ensure its existing school-level audit procedures evaluate the quality and effectiveness of the ESOL program, based on students' services, students' English language proficiency and academic performance, teacher evaluations, and staffing and resources allocations. The District will provide ESOL teachers and ESOL Administrator Liaisons

sufficient time to perform their monitoring duties and to confer with other employees, including the students' core content teachers, concerning the academic progress of current and exited ELs, and to update Individualized Learning Plans as necessary. The District also will continue to encourage intra-cluster collaborations among ESOL staff and the activities of the ESOL Advisory Board.

28. The District will evaluate the effectiveness of its ESOL program district-wide to determine whether it is 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 its ESOL program at the elementary, middle, and high school levels by disaggregating and monitoring the following data by current, former, and never ELs: 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 ESOL program decisions and ensure its program is effective.

## **REPORTING**

29. The District will provide to the United States annual reports in electronic format detailing its efforts to comply with the provisions of this Agreement. An initial report of the information in Sections C1 and C2 will be provided by October 15, 2017, and annually thereafter the information in sections C-F will be provided by July 15. To account for the high transience of students in the District and assist with the District's ESOL budget process, the District will report annually on October 15 and March 15 the information in sections A and B below for the current school year. 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. *Student Identification.* For each individual EL student: student ID number; base school; program (e.g., Scholars Academy, ATA, AAST); grade level; language background; English language proficiency level; EL status (i.e., Directly Served, Monitored, Former EL, Waiver, Never EL, Exchange Student); type of English as a Second Language instruction (e.g., ESOL class, Push-in, English as a Second Language embedded in ELA); amount of English as a Second Language instruction per day (or week, as appropriate); name of English as a Second Language teacher; whether English as a Second Language teacher has the add-on ESOL certification (Y or N); the subject of each sheltered core content class; name of the teacher of the sheltered core content class; and whether the sheltered content teacher is ESOL-certified, has completed the training required by Paragraph 15, or is “on track” to do so; years in ESOL program; reentry date into the ESOL program (if applicable); referral to alternative placement, if any (e.g., HCEC); receiving special education (Y or N); and gifted status (Y or N).

B. *ESOL Services.* For each school, the number of ELs in total and by English language proficiency level who:

1. are not receiving English as a Second Language instruction;
2. are not receiving a daily period of English as a Second Language or its weekly equivalent;
3. are not grouped in accordance with the requirements of Paragraph 7;
4. are not receiving English as a Second Language instruction from an ESOL-certified teacher;
5. are not receiving any Sheltered Content classes; and
6. are not receiving Sheltered Content Instruction from a teacher who has an add-on ESOL certification, has completed the training required by Paragraph 15, or is “on track” to complete it.

C. *Staffing and Professional Development.*

1. The District’s professional development plans for the upcoming school year related to the implementation of this Agreement (e.g., training teachers to shelter content instruction and principals to evaluate teachers of ELs), 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.

2. A report that includes the name of each ESOL teacher, long-term sub, and bilingual aide, their school assignment(s), hiring date, ESOL certification status (i.e., has it or is “on track” to earn it) and the anticipated date by which the teacher is expected to earn the endorsement (if applicable). The District will note any assignment changes, new hires, or departures since the prior report.
3. A list by school of all ESOL Administrator liaisons and ESOL Advisory Board members;
4. A copy of the agendas for any ESOL Advisory Board meetings held since the prior report; and
5. A Sheltered Content Instruction 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 current school year the Sheltered Content Instruction training program per Paragraph 15.

*D. Access to Special Services.*

1. The number of ELs by grade and native language who (i) were referred for special education services, (ii) were found eligible for such services, and (iii) received such services;
2. For each school, the number of special education teachers and paraprofessionals with EL training and language skills;
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; and
4. Date and agenda of each school’s joint planning meetings required by Paragraph 11.

*E. Resource Allocation & Communications.*

1. An updated list of District employees, contractors, and others who provide translation and interpreter services;

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;
3. A copy of the curriculum required by Paragraph 20; and
4. An inventory of EL instructional materials required by Paragraph 19, by school, grade, book title, and author, and annually thereafter, a list of any new EL materials acquired since the prior year's inventory.

F. *Monitoring & Program Evaluation.*

1. A list of all students who have exited the ESOL program and are under monitoring. For each student: student ID; base school; program; years in the ESOL program; English language proficiency assessment scores (composite and domain scores); and exit date.
  2. The District will complete the longitudinal study described in Paragraph 28 by the end of the 2019-20 school year and provide the results of that study to the United States by September 1, 2020.
30. The District will notify the United States of all proposed substantive changes to its ESOL program, including those based on the results of the longitudinal study. If the United States objects, the United States shall notify the District in writing within sixty (60) days.

**ENFORCEMENT**

31. 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 shall provide such information to the United States upon request.
32. 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 thirty days advance notice, to conduct site visits, interview staff and students, and request such additional reports, information, or data as are necessary



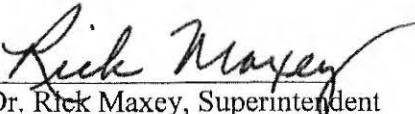
for the United States to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the EEOA. The District shall honor any such requests by making the requested reports, information, or data available to the United States for its review within 30 days. The United 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.

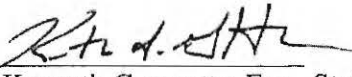
33. The District understands and acknowledges that, in the event of a breach by the District of this Agreement, the United States may initiate judicial proceedings to enforce the EEOA and the specific commitments and obligations of the District under this Agreement, provided, however, that the parties agree to negotiate in a good faith effort to resolve the breach for thirty 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 shall not affect the validity of any other part of the Agreement. The District and United States shall meet within fifteen days of any such decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.
34. This Settlement Agreement shall be binding upon the successor members of the Horry County 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.
35. 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 EEOA, 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 annual report in July 2020. The United States will notify the District of any compliance-based objections within 90 days of receiving the July 2020 report.

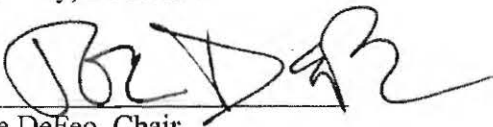
The following signatures indicate the consent of the parties to the terms of this Agreement, which is effective upon its mutual execution.

SO AGREED,

*For Horry County Schools:*

  
Dr. Rick Maxey, Superintendent  
Horry County Schools  
335 Four Mile Road  
Conway, SC 29528


  
Kenneth Generette, Esq., Staff Attorney  
Horry County Schools  
335 Four Mile Road  
Conway, SC 29528  
Telephone (843) 488-6765

  
Joe DeFeo, Chair  
Horry County Board of Education  
335 Four Mile Road  
Conway, SC 29528

DATE: 8-24-2017

*For the United States:*

JOHN M. GORE  
Acting Assistant Attorney General  
Civil Rights Division

  
SHAHEENA SIMONS, Chief  
EMILY H. MCCARTHY, Deputy Chief  
CEALA BREEN-PORTNOY, Trial Attorney  
Educational Opportunities Section  
Civil Rights Division  
United States Department of Justice  
950 Pennsylvania Avenue, NW, PHB 4300  
Washington, D.C. 20530  
Telephone: (202) 353-1120

DATE: 8/24/2017