

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 and the United States previously entered into an agreement on August 9, 2018 (“2018 Agreement”) to ensure that the District’s programs for Multilingual Learner students (“MLLs”) complied with Section 1703(f) of the EEOA. The 2018 Agreement was extended, through a letter agreement, on September 27, 2021. The United States continuously monitored the District’s compliance with the 2018 Agreement through August 2024. In February 2024, the United States received complaints about the adequacy of the District’s programming for Multilingual Learners who had recently arrived in the country and who had limited or interrupted formal education. The United States then investigated the District’s programs for these students, and identified several conditions that violated Section 1703(f) of the EEOA and certain provisions of the 2018 Agreement. On June 25, 2024, the United States notified the District that its program for Multilingual Learners with limited or interrupted schooling: (i) did not provide adequate English Language services; (ii) did not provide qualified teachers who could provide students with adequate instruction; (iii) unnecessarily segregated students from other MLLs and non-MLLs; (iv) staffed underqualified and undertrained principals; (v) did not effectively communicate with limited English proficient parents/guardians; and (vi) did not provide MLLs equal opportunities to participate in specialized programs.

The United States has determined that further monitoring of the original 2018 Agreement, as extended by letter on September 27, 2021, is no longer necessary, but that further relief is necessary to address the violations related to MLLs with limited or interrupted schooling noted in the June 25, 2024 letter.

The parties enter into 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 contained in this Agreement but admits to no violations of the EEOA. To the extent the District has already begun to take 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 parties agree that this Agreement, when executed, will supersede the 2018 Agreement and the September 27, 2021 letter extension. This Agreement will remain in effect through the 2026-27 school year, under the terms of Paragraphs 38-44 below.

The District representative, by signing this document, assures 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.

DEFINITIONS

- **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 (i) a Rhode Island certificate for the level and subject in which they teach, and a Rhode Island endorsement as an ESL teacher or a Bilingual teacher or Content Area teacher of MLLs or (ii) the Rhode Island ESL certificate. A teacher who is on an emergency certification is not "ESL-Certified" for purposes of this Agreement.
- **Guardian** refers to any person charged with making decisions about a student's education, and can include a relative hosting a new arrival, as well as the student acting on their own behalf if they are aged 18 and over.
- **Major Languages** refers to the District's most commonly spoken languages among Newcomers other than English, including Spanish, K'iche', Arabic, Swahili, Haitian Creole, and Pashto, and includes any languages spoken by 100 or more current and former MLLs who are still enrolled in the District.
- **Multilingual Learners or MLLs** are students who require assistance to overcome language barriers that impede their equal participation in the District's instructional programs.
- **Newcomers** refers to a subgroup of MLL students who, because of limited or interrupted formal education, have at least two fewer years of schooling than their age and/or grade

level peers, who have limited literacy and/or numeracy skills in their native language, and who have an English Language Proficiency level of 2 or below.

- **Newcomer Programs** refer to specially designed programs that serve Newcomers and other students who recently arrived in the United States. For the 2024-25 school year, the District operates Newcomer Programs within several schools, including Mary Fogarty Elementary School, Esek Hopkins Middle School, Hope High School, and Central High School. The District also operates a Newcomer Program called the Newcomer Academy as a separate school co-located in buildings with Central High School and the Providence Career and Technical Academy. This term will also include any Newcomer Programs created and located or co-located in any District school after the effective date of this Agreement.
- **Sheltered Content Instruction** refers to the District’s method for teaching MLLs 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 MLLs while promoting their English as a Second Language. These strategies may include scaffolding, differentiating instruction for MLLs, grouping MLLs 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 any Multilingual Learner in its instructional programs. 20 U.S.C. § 1703(f). No provision of this Agreement exempts Multilingual Learners who are not covered by the specific requirements below from the protections provided under the EEOA or any other federal law.

SPECIFIC REQUIREMENTS

Identification, Assessment, and Placement

2. The District will define eligibility criteria for each Newcomer Program that are based on a range of relevant factors, such as age, English Language Proficiency, literacy and numeracy skills, and education history.
3. The District will accurately and timely identify students eligible for Newcomer Programs by:
 - a. Requiring that all parents/guardians complete a home language survey during the new student registration process;

- b. Administering a valid and reliable grade-appropriate English Language Proficiency assessment in all four language domains to all students in grades 2-12¹ 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;
 - c. Collecting relevant information about prior schooling, education history, and credit accumulation through records and interviews for any student identified as an MLL;
 - d. Making good faith efforts to obtain and/or develop native language literacy and numeracy assessments for students with limited or interrupted schooling in the Major Languages;
 - e. For any prospective MLL student who may have limited or interrupted schooling, conducting assessments of the student's literacy in their primary language, to the extent an assessment is available in that language;
 - f. For any prospective MLL student who may have limited or interrupted schooling, conducting assessments of the student's numeracy skills in their primary language, to the extent an assessment is available in that particular language and as necessary to inform appropriate identification and placement decisions; and
 - g. Analyzing and determining appropriate MLL services and placements based on the information collected within the first 20 days of the school year and within 10 days of receiving a student's enrollment registration materials if a student enrolls after the start of the school year.
4. The District will ensure that student enrollment in Newcomer Programs is voluntary and that students and their parent(s)/guardian(s) have the opportunity to make an informed decision about participating in those programs. To ensure that decisions to enroll are voluntary and informed, the District will:
- a. Offer students eligible to enroll in a Newcomer Program, as an alternative, the opportunity to enroll in their home school, or any other program they are eligible

¹ This provision applies to students starting in grade 2 because Newcomer students have at least two years of limited or interrupted formal education.

- to attend if there is space in that program for additional students;
- b. Make good faith efforts to meet in person with students eligible to enroll in a Newcomer Program and their parents/guardians to discuss, in the student's and parent's/guardian's preferred language, information about each program the student is eligible to attend. This information will include but is not limited to: (i) the amount of ESL provided; (ii) the core content courses offered and the amount of Sheltered Content Instruction provided; (iii) the electives offered (including any career and technical education courses available to students); and (iv) the level of integration with non-Newcomer students;
 - c. Develop written materials that provide clear, accurate, and up-to-date information about each Multilingual Learner program, including the information listed in Paragraph 4(b)(i)-(iv). These materials will be translated into the Major Languages, and the District will provide a copy to all parents/guardians before they decide on a placement for their child; and
 - d. From the date of the execution of this Agreement, collect and retain adequate information about its efforts to inform students eligible for Newcomer Programs about their program options, including: (i) the date of the meeting; (ii) whether the meeting occurred in person, by phone, or virtually; (iii) when written translated materials were made available to the student and/or parent/guardian; (iv) the names of all participants, including the interpreter (if applicable); (v) the placement options offered to the student; (vi) the placement recommended by the District; (vii) the placement that the student and/or their parent/guardian preferred, and the reason given, if any; (viii) the student's ultimate placement; and (ix) the date that the student began school in their placement.
5. The District will ensure that it identifies students as current Newcomers through the registration and enrollment process and that its student information system accurately reflects this identification, regardless of whether the student ultimately enrolls in a Newcomer Program.

Integration

6. The District will ensure that Newcomers are not unnecessarily segregated from students

who are not Newcomers, including students who are not MLLs. The District will protect Newcomers from unnecessary segregation by:

- a. Continuing to locate Newcomer Programs in existing school buildings that do not exclusively serve Newcomers;
 - b. Ensuring students in Newcomer Programs participate in electives, lunchtimes, recesses, extracurriculars, and any other non-academic activities integrated with students enrolled in the other school(s)/program(s) in the same building;
 - c. Ensuring Newcomers have similar access to specialized programs offered to students enrolled in the other school(s)/program(s) in the same building, including access to special education, enrichment programs (*e.g.*, advanced academics, or Advanced Placement courses), and career and technical education;
 - d. Taking active steps to encourage students in Newcomer Programs to participate in activities integrated with students enrolled in the other school(s)/program(s) in the same building; and
 - e. Providing students in Newcomer Programs academic instruction in sheltered classrooms, *i.e.*, classes with only Newcomers, as necessary to prepare the student for integration into the programs offered to similarly situated non-Newcomer MLLs and non-MLLs attending other school(s)/program(s) in the District. To that end, the District will develop and submit to the United States within 60 days of the effective date valid and reliable criteria for determining whether students are prepared to transition from sheltered academic classrooms into more integrated environments, and, upon approval, conduct regular evaluations of students throughout the school year using the criteria to determine a student's placement options.
 - f. Ensuring students in any sheltered school for Newcomers, including the District's Newcomer Academy, upon meeting the District's approved exit criteria, are individually assessed for appropriate integrated and sheltered placement options, and provided the opportunity to make an informed and voluntary decision about their placement.
7. The District will offer resources, classrooms, and office space to students and staff in

Newcomer Programs that are comparable to the resources, classrooms, and office space it offers to students and staff at other school(s)/program(s) located in the same building,

Provision of MLL Services and Access to the Core Curriculum

8. The District will provide students enrolled in Newcomer Programs, including any Newcomers with disabilities, at least two daily periods² of ESL taught by an ESL-Certified Teacher, unless the Newcomer's parents/guardians make a voluntary and informed decision in writing to opt out³ of such services.
9. Because ESL is a core subject for students in Newcomer Programs, the District will provide ESL in addition to other core subjects. District may provide a student's second period of ESL embedded in a Newcomer's core literacy class if the class is (i) taught by an ESL-Certified Teacher who is also certified in English Language Arts or (ii) co-taught by an ESL-Certified Teacher and a teacher certified in English Language Arts, provided that they have co-planning time together, and that the ESL-Certified Teacher provides the Newcomers explicit ESL.
10. The District will identify and implement curricula for ESL in its Newcomer Programs that are appropriate based on the ages, English Language Proficiency levels, cultural backgrounds, literacy and numeracy skills, and the needs, including social-emotional needs, of the particular population served in each program. The District will provide adequate materials to implement the chosen curricula and incorporate training on the curricula and materials into teacher professional development days.
11. The District will identify and implement curricula for core content subjects in Newcomer Programs that (i) are age-appropriate, (ii) include instruction on content that is related to the core curricula offered to students in other programs, (iii) is credit-bearing toward graduation or promotion requirements, (iv) affords students an opportunity to meet grade-level standards within a reasonable period of time, and (v) is, to the extent possible, designed for MLLs and/or Newcomers with respect to both language and cultural backgrounds. The District will provide adequate materials to implement the chosen

² 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.

³ Students who opt out of Multilingual Learner services remain entitled to all appropriate Multilingual Learner accommodations on classroom and standardized assessments and may not opt out of the annual English Language Proficiency assessment.

curricula and incorporate training on the curricula and materials into teacher professional development days.

12. By April 1 of each school year for the duration of this Agreement, the District will submit to the United States for its review and approval: guidance for the following school year on how to schedule ESL and core content classes for students enrolled in each Newcomer Program, along with sample class schedules for students enrolled in each Newcomer Program.

Compensatory Services

13. The District will offer compensatory services to any student who was enrolled at the Newcomer Academy during the 2023-24 school year, and who was not offered a period of standalone ESL prior to May 1, 2024. The District will offer each student compensatory services in an amount at least equal to the number of hours of ESL the student would have been offered if they had received a daily period of ESL while in the program. The District may credit hours of ESL actually provided to an eligible student during the 2024 summer school session against the total owed to that student, if the District adequately demonstrates to the United States that the student received ESL as defined by this Agreement. The District will ensure that students have the option to receive the compensatory services in the form of academic tutoring or in a classroom setting. Compensatory services will be offered at multiple times to accommodate various student schedules. Within 60 days of the effective date of this Agreement, the District will make good faith efforts to meet individually with students and their parent/guardian if they are under 18, and, in the preferred language of the student and/or parent/guardian, provide notice of the availability of the compensatory services, an explanation of why the services are being offered, and a discussion of the student's options, based on their circumstances and preferences, for receiving the services.
14. From the date of the execution of this Agreement, the District will document, for each student who is identified as eligible to receive compensatory services: (i) the date the District provided notice of the availability of those services; (ii) who from the District provided notice; (iii) to whom notice was provided (student [if 18 or older], parent/guardian); (iv) the amount of compensatory services offered; (v) whether the

student and parent/guardian accepted services; (vi) the form of services the student and parent/guardian selected to receive; (vii) what reason the student and/or parent/guardian gave for rejecting services (if applicable); and (viii) the attendance rate for any student who accepted services. By July 15, 2025, the District will provide a report containing this information to the United States.

Staffing and Professional Development

15. By January 1, 2025, the District will staff a sufficient number of ESL-Certified Teachers in Newcomer Programs to ensure that ESL classes in those programs have a student-teacher ratio comparable to ESL classes for similarly-situated students in other comparable schools. Thereafter, the District will make necessary adjustments to the assignments of ESL-Certified Teachers to Newcomer Programs based on changes to the number of students enrolled in those programs.
16. Within 30 days of the effective date of this Agreement, the District agrees to offer incentives, including tuition coverage/reimbursement, for core content teachers in Newcomer Programs to obtain a RIDE ESL certificate. The District will advertise the incentives it offers to its teachers and will provide to the United States documentation that it has disseminated this information to all current teachers.
17. By the start of the 2025-26 school year, the District will ensure that non-ESL core content teachers in Newcomer Programs are adequately trained on effective Sheltered Content Instruction so that lessons are accessible to Newcomers. All Sheltered Content Instruction will be provided by one of the following: (i) a teacher dually endorsed in ESL and the content area; (ii) an ESL-Certified Teacher co-teaching with a content-certified teacher; or (iii) a content-certified teacher who either completed or is on track to complete the 30 hours of professional development on effective strategies for using Sheltered Content Instruction and 15 hours of in-class support for implementing those strategies required and approved by the United States under the 2018 Agreement. For the purposes of this Agreement, “on track” means a teacher annually completes at least 10 hours of professional development and 5 hours of in-class support until they have fulfilled the requirement.

18. 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 for administrators and teachers in Newcomer Programs. The plan will ensure that any Newcomer Program administrator or teacher receives an adequate amount of training on effective strategies for teaching Newcomers, including by providing each teacher with six hours of professional development on the use and rationale for those strategies, and five hours of in-class support on implementing those strategies within six months of the date the plan is approved, or during the first year of their assignment to a Newcomer Program if assigned after the effective date. The plan also will ensure that teachers who have completed these initial requirements continue to receive professional development and coaching sufficient to meet the needs of students in Newcomer Programs. The plan will include professional development on working with the particular population of students served by each Newcomer Program, including understanding and bridging their informal ways of learning to effectively transition them to formal education; and implementing a culturally responsive sustaining education framework that accounts for students' cultures, values, beliefs, and worldviews.
19. To secure enough teachers who can provide the effective content instruction and ESL required by this Agreement, the District will require that all newly posted ESL teacher positions for Newcomer Programs require an ESL certification and all newly posted non-ESL core content teacher positions for Newcomer Programs require fulfillment of the requirements in Paragraph 17 and completion of the training required by Paragraph 18 within one year of their assignment.
20. Teachers assigned to co-teach in Newcomer Programs will, by January 1, 2025: (i) receive an annual three-hour training on how to co-teach classes to Newcomers; and (ii) have weekly scheduled common planning time with their co-teacher. Similarly, the special education teachers who instruct students in Newcomer Programs will, by January 1, 2025: (i) receive at least three hours of training on how to collaborate in the delivery of content instruction to Newcomers; and (ii) receive at least one period each week for scheduled common planning with ESL-Certified Teachers.
21. The District will update its existing classroom observation teacher feedback tool

specifically designed for use in Newcomer Programs to evaluate the implementation of ESL and Sheltered Content Instruction in core content classes. The District will provide its proposed classroom observation teacher feedback tool to the United States within 90 days of the effective date of this Agreement; the United States will provide its feedback to the District within 60 days of receipt.

22. The District will ensure that observations at Newcomer Programs are conducted or supervised by an administrator who (i) is ESL-Certified; (ii) completes the trainings described in Paragraphs 18 and 23 by the end of the 2024-25 school year, or within one year of their appointment to a Newcomer Program if appointed after the effective date; (iii) ensures that observations are conducted by qualified personnel for a sufficient amount of time using the observation teacher feedback tool; and (iv) observes each Newcomer Program teacher providing ESL or Sheltered Content Instruction in core content classes on a regular basis, and conducts additional observations when necessary to address issues.
23. The District will provide principals, and any other administrators who evaluate teachers in Newcomer Programs, 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 observation tool described in Paragraph 21 to provide constructive feedback to teachers during and/or after classroom observations. The District will provide its proposed administrator training for the United States' review and comment by January 1, 2025 and then annually by October 1; the United States will provide its feedback to the District within 60 days.

Communications

24. The District will provide language assistance to limited English proficient parents/guardians of students in Newcomer Programs that ensures it is meaningfully communicating information about the District's programs, services, and activities. To identify limited English proficient parents of students in Newcomer Programs who need language assistance, the District will ask parents/guardians 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 in Newcomer Programs through the student information system. The District will train employees in Newcomer Programs to review this information before scheduling meetings with parents/guardians and sending out notices to parents/guardians. During this training, the District will explain how to obtain qualified interpreters and translations of essential information and other information into the District's Major Languages as well as into other less commonly used languages. The District will also add a statement in each Major Language to its registration packet, its online registration form, and the homepage of the District and school websites about the availability of interpretation and how to request an interpreter or a translation.

25. The District will ensure that the limited English proficient parents/guardians of students under the age of eighteen (18) in Newcomer Programs have the same level of access to school-related information that the District provides to parents/guardians who are proficient in English. To that end, the District will take the following steps:
 - a. Notices or documents containing essential information⁴ that are distributed at the District or school level will be translated into the District's Major Languages and distributed to parents/guardians of students in Newcomer Programs speaking those languages; 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 to the District.⁵

⁴ "Essential information" includes, but is not limited to: (i) report cards and other academic progress reports; (ii) documents concerning academic options and planning; (iii) documents concerning enrollment or registration; (iv) 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 MLL services; (v) requests for parent permission for student participation in District/school-sponsored programs and activities; (vi) 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); (vii) special education documents; (viii) information about student discipline; (ix) parent handbooks; (x) information related to public health and safety; and (xi) any other written information describing rights/responsibilities of parents or students and benefits/services available to parents and students.

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

- b. Oral communications of essential information will be provided in a language the parent/guardian understands by means of an interpreter without undue delay. The District will provide oral interpretation or written translation of other program-related information upon receiving reasonable, specific requests for such information from limited English proficient parents/guardians.
26. All District or school-provided interpreters working with limited English proficient parents/guardians in Newcomer Programs, 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-, school-, or program-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/guardian 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 MLLs and former MLLs.

EL Access to Special Services

27. All provisions of this Agreement apply equally to Newcomers with disabilities. No Newcomer 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 being a Newcomer.⁶ The District will notify parents/guardians of Newcomers with

⁶ 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.

disabilities in writing in a language they understand that their child is entitled to both English as a Second Language and special education services.

28. The District will provide adequate training to special education teachers who work with Newcomer students with disabilities on how to provide services to these students, and particularly how to work with students who have disabilities affecting language acquisition and written and oral language processing and expression. This training will include at least one annual three-hour workshop or a series of workshops totaling three hours, on effective strategies for working with Multilingual Learners with disabilities, and one annual joint planning meeting with special education and ESL-Certified Teachers at each Newcomer Program to discuss ESL and procedures for timely identifying and serving Newcomers with disabilities. Each school will also maintain a list of staff members who have knowledge and experience regarding Newcomer needs, services, and language and cultural backgrounds, and the intersection of Newcomer and special education services. Teachers who have attended the annual workshop will be considered eligible for this list. To the extent practicable, the District will ensure that at least one person from this list is present at all special education meetings for MLLs.
29. The District will provide students in Newcomer Programs with access to resources and services that support their social, emotional, and mental health needs, including qualified counselors, social workers, and school psychologists. To ensure that students have access to these resources and services, administrators and staff in Newcomer Programs communicating with students on these topics will use a language the student understands, and through an interpreter if the administrators or staff cannot speak that language.
30. To the extent that the District designs Newcomer Programs to include participation in career and technical education programs, the District will ensure that students in Newcomer Programs have access to the same resources and opportunities offered to students who are enrolled in the District's other programs and schools for career and technical education. The District will ensure that students in Newcomer Program: (i) have the opportunity to integrate into any career and technical education tracks offered in their school building (except to the extent limited by federal or state requirements for employment); (ii) can participate in off-site internship and apprenticeship opportunities; and (iii) have a meaningful opportunity to obtain certification or credentials in a

particular industry.

Program Monitoring and Evaluation

31. The District will adequately monitor the services to and English Language Proficiency progress of Newcomers through its electronic student information system(s). To facilitate its monitoring of Newcomers and permit evaluations of programs over time, the District will maintain in its student databases the following data in separate fields: the student's ID number, date of birth if known, date of enrollment, home language, primary language, MLL status (e.g. current, former, never, opt-out), date the student was designated a Multilingual Learner, whether the student was ever identified by the District as a Newcomer, the date the student was identified as a Newcomer, disability status, each school the student has attended in the District (including each Newcomer Program the student attended), and the dates of enrollment at each school (including the date a student exited from a Newcomer Program, if applicable). In addition, the District should maintain the following measures of MLL student success: all English Language Proficiency assessment scores in all domains (including the initial screener and annual assessment scores), standardized test scores, credit accumulation (if applicable), drop out (if applicable), retention data, and graduation data (if applicable).
32. The District will, through its Central Office, review tracking data for each Newcomer each quarter to ensure that all Newcomers are receiving appropriate services, unless a student has opted out of or exited the District's Multilingual Learner programs.
33. The District will, through its Central Office, monitor all Newcomer Programs for compliance with this Agreement. To that end, the District will formally audit each Newcomer Program within 60 days of the execution of this Agreement and within sixty (60) days of the start of each semester thereafter for the duration of this Agreement. The audit will include a review of data and in-person evaluation by Central Office staff to ensure that the students in each program are, among other things, (i) receiving appropriate services; (ii) appropriately integrated with other school(s)/program(s) in the same building; and (iii) transitioning, when appropriate, out of Newcomer Programs. The District will document its findings and any necessary remedial action that program administrators must take.
34. The District will evaluate the effectiveness of each of its Newcomer Programs to

determine whether the programs are serving as an effective bridge to formal education for Newcomers. To that end, the District will, at the end of each school year, review at least the following data for students who are currently and were formerly enrolled in Newcomer Programs: standardized test scores, exit rates, dropout rates, graduation rates, retention-in-grade rates, English Language Proficiency assessment scores, and enrollment in special and enrichment programs (*e.g.*, advanced academics, Advanced Placement, and Career and Technical Education classes). The District will evaluate both whether students currently enrolled in Newcomer Programs are making sufficient progress to successfully transition into the District's general MLL programs, and whether Newcomer Programs provided students who transitioned into general MLL programs with a foundation to continue making sufficient progress in their English Language Proficiency and academics (including by comparing student who transitioned from Newcomer Programs with similarly situated MLLs in terms of date of enrollment, age, and English Language Proficiency Level). The District will document in a written report its findings and any necessary remedial action that program administrators must take.

Reporting

35. The District will provide the United States with regular reports concerning its compliance with the terms of this Agreement. The initial report, due on January 15, 2025, will consist of the information requested in Paragraph 36(a)-(g) for the first semester of the 2024-25 school year. Thereafter, the District will provide the United States with an annual report on July 15 consisting of information in Paragraph 36(a)-(g) for the preceding school year for the duration of this Agreement. And the District will provide a first quarter report, due on October 1, 2025, and every year thereafter, consisting of information listed in Paragraph 36(a)-(c) for that current school year.
36. The District will collect and report the following information to the United States:
 - a. *Identification and Placement of Students.*
 - i. From the date of the execution of this Agreement, for any student identified by the District as a current Newcomer or as eligible to enroll in a Newcomer Program: local student ID number; date of birth; grade level; language background (*i.e.*, primary or home language(s) on the home language survey); date registration application received; the results of the

English Language Proficiency assessment; the District's recommended MLL program; the parent's preferred MLL program; and, the actual school and MLL program in which the District enrolled the student, and date student started school.

- ii. For each individual student identified by the District as a Newcomer or as eligible to enroll in a Newcomer Program: local student ID number; date of birth; school; grade level; full English Language Proficiency level; English Language Proficiency level summary; language background (i.e., primary or home language(s) on the home language survey); MLL status; opt out (Y or N); type of MLL program; amount of ESL instruction per day; employee ID(s) of ESL Teacher(s); name of ESL Teacher(s); whether ESL Teacher(s) has the ESL certification (Y or N); the subject of each Sheltered Content Instruction class; employee ID(s) of core content teacher(s); name of the teacher of each Sheltered Content Instruction class, and whether the core content teacher is ESL-Certified (Y, N, or seeking certification); whether the core content teacher completed the Sheltered Content Instruction professional development and in class support required under the 2018 Agreement (Y, on-track, N); whether the core content teacher has completed the training required by Paragraph 18; number of years the student has been identified as an MLL; reentry date into the MLL program (if applicable); special education (Y or N); primary disability; advanced academics (Y or N); whether the student is currently identified as a Newcomer (Y or N); whether the student has ever been identified as a Newcomer (Y or N); and the date the student was exited from a Newcomer Program.
- iii. For each student identified as eligible to enroll in a Newcomer Program, all information collected and retained under Paragraph 4(d) related to the District's efforts to inform the student and their parent/guardian about available program options.

b. *Integration*

- i. For each student enrolled in a Newcomer Program, a list of the student's

daily schedule, and the number of Newcomers, non-Newcomer MLLs, and non-MLLs enrolled in each class.

- ii. Sample lunch bell schedules for each Newcomer Program, each school housing a Newcomer Program, and each school co-located in a building with the Newcomer Academy.
- iii. For each student who exited a Newcomer Program, local student ID number; date of exiting their Newcomer Program; current school; school after exiting their Newcomer Program (if different); rationale for exiting the student from their Newcomer Program; and who was involved in determining that the student was eligible to exit their Newcomer Program.

c. *Provision of MLL Services and Access to the Core Curriculum.*

- i. For each Newcomer Program, the number of students in total and by English Language Proficiency level who:
 - 1. are enrolled in the school;
 - 2. are not receiving ESL and have not opted out of ESL;
 - 3. are not receiving a daily period of standalone ESL;
 - 4. are not receiving ESL instruction from an ESL-Certified Teacher;
 - 5. are not receiving any Sheltered Content Instruction; and
 - 6. are not receiving Sheltered Content Instruction from a teacher who does not meet the requirements of Paragraph 17.

d. *Staffing and Professional Development.*

- i. For every administrator and teacher working in a Newcomer Program: the administrator or teacher's name; District identification number; their school assignment(s); date of assignment to their Newcomer Program; date they left their Newcomer Program (if applicable); classes taught; whether they speak any language other than English, and which ones; whether they are substitutes; the content-area certifications the teacher holds (if applicable); and the anticipated date by which the teacher is expected to earn their ESL certification (if applicable); whether the teacher

completed, is on track to complete, is not on track to complete the Sheltered Content Instruction professional development and in-class support required under the 2018 Agreement (if applicable). The District will note any assignment changes, new hires, or departures since the prior report.

- ii. A report listing for each Newcomer Program, the grade served and student to teacher ratio of each ESL class, and for every other school in the District, the average student to teacher ratio of ESL classes serving students in each grade with an English Language Proficiency level of 1 and/or 2.
- iii. A training report for each Newcomer Program that includes the administrators and teachers, by name, District identification number, and subject, who have started, completed, or are expected to complete by the end of the school year the training required by Paragraph 18.
- iv. A principal and instructional coach training report that includes dates, agendas, and training materials for the training discussed in Paragraph 23, and the name and school of each principal and/or instructional coach who did not attend the training.
- v. The District's professional development plans for the upcoming school year related to the implementation of this Agreement (*e.g.*, training for Newcomer Program 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.

e. *Communications*

- i. For each Newcomer Program, a list of staff who can speak a language other than English, and what languages they can speak; and
- ii. For each request for translation or interpretation services initiated by

District staff at a Newcomer Program; the name of the staff person making the request; the date the request was made; whether the request was for translation or interpretation services; the language requested; and how did the District fulfill the request (including relevant dates).

f. *Access to Special Services*

- i. For each Newcomer Program, a list of all staff who are on their Multi-Tiered System of Supports team, their roles in the process, and whether they speak languages other than English, and which languages; and a list of all staff who are responsible for evaluating students for a possible disability, their roles in the process, and whether they speak languages other than English, and which languages.
- ii. For each student in a Newcomer Program who was referred for evaluation for a possible disability: the date of the referral; who made the referral; whether the student went through the MTSS process prior to being referred; what evaluations were given to the student; whether the student was evaluated in each assessment in their native language, identifying the language; whether the student was identified as having a disability, including each disability identified; and whether the student received special education services.

g. *Monitoring and Program Evaluation*

- i. A copy of each completed audit report referenced in Paragraph 33.
- ii. A copy of the District's annual assessment of each Newcomer Program as referenced in Paragraph 34.

37. The District will notify the United States of all proposed substantive changes or additions to its Newcomer Programs. If the United States objects, the United States will notify the District in writing within sixty (60) days.

ENFORCEMENT

38. Rather than conduct further investigation into the District and/or litigate the United States' findings, the United States and the District agree to resolve all allegations arising out of this investigation through this Agreement, into which the parties have voluntarily entered. In consideration of this Agreement, the United States agrees to close its investigation without further enforcement action, except as provided in this Section. The United States and the District agree and acknowledge that this consideration is adequate and sufficient.
39. Upon execution, the terms of this Agreement will fully supersede all provisions in the 2018 Agreement and the September 27, 2021 letter agreement between the Parties. 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.
40. 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.
41. 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.

42. 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.
43. This Settlement Agreement will be binding upon the City of Providence, successor members of the Providence Public School Board, successor District Superintendents, and the Rhode Island Department of Education ("RIDE").⁷
44. The Parties anticipate that the District will have complied fully with this Agreement by the end of the 2026-27 school year. When the District provides the United States with the status report due July 15, 2027, the United States will have 90 calendar days to raise any remaining concerns regarding the District's compliance with the Agreement. The parties may, upon mutual written agreement, amend this Settlement Agreement to address changed circumstances and/or to improve the delivery of services to MLLs.

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

⁷ On November 1, 2019, RIDE took control over the Providence Public Schools and, among other changes, announced that the Providence Superintendent would report directly to the RIDE Commissioner. On August 29, 2024, RIDE voted to extend its control over the District for another three years. The parties agree that all references to the District's obligations under this Agreement will include RIDE.

For the United States:

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District of Rhode Island



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Date: 11/13/2024

For the Providence School District:

Javier Montanez
Javier Montanez (Nov 8, 2024 14:31 EST)

JAVIER MONTANEZ, Superintendent
Providence Public School District
797 Westminster Street
Providence, RI 02903

Date: 11/08/2024

For the Rhode Island Department of Education:

Angelica Infante-Green
Angelica Infante-Green (Nov 8, 2024 16:02 EST)

ANGELICA INFANTE-GREEN, Commissioner
Rhode Island Department of Education
275 Westminster Street, 4th Floor
Providence, RI 02903

Date: 11/08/2024