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By E-Mail

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Mr. Thomas Closson
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Re: Extension of May 2021 Settlement Agreement Regarding English Learner Programs in Nashua School District

Dear Dr. Andrade, Mr. Cioppa, and Mr. Closson:

On May 24, 2021, the United States Department of Justice (“United States”) and Nashua School District (“District”) (collectively, the “Parties”) executed a Settlement Agreement (“Agreement”) to address and resolve the District’s noncompliance with Section 1703(f) of the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1701 *et seq.* (“EEOA”). The Agreement aims to address issues in the District’s English Learner (“EL” or “ELL”) programs

and practices identified by the United States in its investigation of the District. Since entering into the Agreement in May 2021, the District has made some progress in implementing the Agreement, including devoting more resources to its EL program, securing English as a Second Language (“ESL”) curricula for all EL students in the District, improving its communications with Limited English Proficient parents and data collection practices, and decreasing the number of EL students not receiving any ESL service minutes.

Despite this progress, the District has not yet met all of the obligations and deadlines in the Agreement. The United States has identified areas where the District has progressed but still needs more time to comply with the Agreement and cure the violations of the EEOA identified by the United States. Some of the areas in which the District has fallen short of implementing the Agreement’s requirements include: creating a professional development plan that trains all District teachers on how to meet their EL students’ learning needs; providing Sheltered Content Instruction to EL students in core content classrooms; ensuring EL students with disabilities have access to both EL and special education services; and ensuring all EL students receive the full amount of ESL service minutes to which they are entitled under the Agreement. *See, e.g.*, Agreement ¶¶ 6–9, 15, 22; United States’ Compliance Letters to the District Dated September 28, 2022; October 17, 2023; October 2, 2024. To ensure all parts of the Agreement are implemented and all EEOA violations are cured, the Parties agree that the Agreement should be extended through the end of the 2026–27 school year.

Consistent with Paragraph 44, the Parties agree to amend a limited number of paragraphs in the Agreement. Agreement ¶ 44. The paragraphs in this letter accordingly supersede the corresponding paragraphs in the original May 2021 Agreement. All other definitions and paragraphs in the original Agreement not amended by this letter remain in full force and effect and continue to be binding on the District.

Amended Paragraphs

Paragraph 6

The District will provide all EL students with at least one daily period¹ of ESL taught by an ESL-Certified Teacher unless the student’s parent makes a voluntary and informed decision in writing to opt out of ESL services.² The District will provide an additional daily period of ESL to all EL students with an English proficiency level of 1 or 2.³

¹ A “period” is at least equivalent to the time allocated for core content subjects. Schools that are served by an itinerant ESL teacher will ensure that EL students receive the weekly equivalent of a daily period of ESL (e.g., if a period is 45 minutes, the weekly equivalent would be 225 minutes).

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

³ All requirements in this Agreement apply equally to the District’s virtual and alternative school(s) and for EL students on Alternative Learning Plans. For schools where the District allocates one daily 80-minute block per semester for core content subjects, the District will be compliant with Paragraph 6 if EL students with an English proficiency level of 1 or 2 receive one daily 80-minute block of ESL for the entire school year.

Paragraph 14

The District will ensure that teachers of Sheltered Content Instruction are certified in the content area and (a) have an ESL credential, (b) have been trained to use effective techniques to shelter content and promote EL students' English language development, as set forth in Paragraph 15.a below, or (c) are "on track" to complete the three-year training program, starting in the 2024–25 school year, as required by Paragraph 15.a and set forth in Paragraph 17.

Paragraph 15

By April 15 of each year, the District will develop and send to the United States for review and approval a professional development plan that will:

- a. Provide core content teachers of EL students who lack an ESL credential a progressive three-year training program on effective strategies for providing Sheltered Content Instruction for EL students and promoting their English language development in all four language domains, consistent with the definition of Sheltered Content Instruction above. District teachers who complete all three years of the training program will satisfy the requirements of Paragraph 14(b).
- b. Provide each teacher with at least ten hours of in-person training on effective sheltering and English language development strategies and at least five hours of in-classroom support on using those strategies for each year of the three-year training program. Only training hours provided as part of the United States-approved training program and plan to implement that training program will count toward this requirement. The District may use asynchronous content to support the in-person training required by this Paragraph subject to the review and approval of the United States. The District will ensure that each teacher receives the in-classroom support from: the instructor(s) of the in-person training; an ESL-Certified Teacher with at least three years of experience using such strategies effectively with EL students; or an Administrator or instructional coach who has received the training required by Paragraph 21. This support will include coaching in the form of co-planning sheltered content lessons for EL students, observing the lessons in class (with modeling as appropriate), and sharing constructive feedback on the observed lesson.
- c. Provide training on practical strategies appropriate for planning, delivering, and adapting content for EL students within the context of standards-based lesson planning, instruction, and assessment during the three-year training program. The training program will provide teachers with strong modeling of such strategies and sufficient opportunities to practice them and receive feedback on their use of such strategies.

Paragraph 16

The District will submit to the United States all training materials to implement the three-year training program at least 90 days before the training session at which

those materials are to be used. The United States will provide feedback to the District within 30 days of receiving the materials. The District will continue to convene its Professional Development Working Group and work cooperatively with the United States to produce and update its professional development plan throughout each year of the Agreement. The District will leverage (a) data from its observations of ESL and Sheltered Content Instruction, (b) data from its EL classroom observation tools, and (c) the United States' compliance monitoring feedback when annually updating its professional development plan.

Paragraph 17

To be considered “on track” to complete the three-year professional development program described under Paragraph 15, core content teachers of EL students who lack an ESL credential will receive ten hours of training on effective sheltering and English language development strategies and five hours of in-classroom support on using those strategies each year of the three-year program.

Paragraph 19

ESL and other teachers who are assigned to co-teach EL students will (a) have weekly scheduled common planning time with their co-teacher and (b) receive training on how to co-teach classes to EL students prior to being assigned to co-teach EL students. The District may also create professional learning communities of core content and/or ESL teachers to support co-teaching and the implementation of this Agreement.

Paragraph 21

The District will provide instructional coaches, principals, any administrators who evaluate teachers of EL students, and any administrators who provide in-classroom support to teachers of EL students as required by Paragraph 15.b with annual training regarding their responsibilities under this Agreement. This training will address: how to identify and support effective ESL, ESL co-teaching, and Sheltered Content Instruction strategies in classroom instruction; how to provide the in-classroom support required by Paragraph 15.b; and how to use the classroom observation tool described in Paragraph 20 to provide constructive feedback to teachers during and/or after classroom walkthroughs or the in-classroom support required by Paragraph 15.b. The District will provide its proposed administrator training and classroom observation tool required by Paragraph 20 to the United States for review and approval by February 1, 2025 and annually thereafter by April 15. The United States will provide feedback on the proposed administrator training and classroom observation tool required by Paragraph 20 within 60 days.

Paragraph 26

The District agrees that ESL is a core subject for EL students that warrants a curriculum similar to that of other core content courses. The District will maintain ESL curricula with an appropriate scope and sequence for all elementary, middle, and high school EL students. If the District wishes to implement a different ESL curriculum for any grades K–12, the District will submit the proposed curriculum

to the United States for its review and approval at least 60 days in advance of the date on which the District plans to implement the curriculum. The District will provide ongoing professional development on all ESL curricula to its ESL teachers via teacher professional development days and may provide ongoing professional development through professional learning communities.

Paragraph 32

The District will monitor the EL services and English Language Proficiency progress of current EL students and the academic performance of current and former EL students through its electronic student information system(s). To facilitate its monitoring of current and former EL students, the District will maintain the following information electronically and/or in hard copy in each student's permanent educational record: the home language survey; whether the parent needs translations and/or an interpreter; family history forms; the EL student's initial and annual English Language Proficiency assessment levels in all domains; and the EL student's specific ESL services (e.g., a daily period of standard ESL). To permit evaluations of its EL programs over time, the District will maintain in its student database the following data in separate fields: all initial screener and annual English Language Proficiency assessment scores; standardized test scores; retention, drop out, and graduation data; whether the student is a long-term EL student (i.e., identified as an EL student for five years or more), an opt-out EL student, a former EL student, or a newcomer EL student; the year that the student was designated as an EL student; school and EL program in which the EL student participated; whether the student has a disability (i.e., 504 Plan/IEP); and the type(s) of disability (e.g., intellectual disability).

Paragraph 37(B)(1)

For each individual EL student: student ID number; school; grade level; WIDA Overall English Language Proficiency level; home language; opt out (Y or N); number of years identified as an EL student; long-term EL student (Y or N); newcomer student (Y or N); special education student (Y or N); primary disability; the amount of ESL per day (e.g., 45-minute period); whether the EL student is in an ESL class appropriately grouped under Paragraph 8; name of the ESL Teacher; if the ESL Teacher has the ESL certification (Y or N); and, if applicable, name of the Co-Teacher for ESL.

Paragraph 37(F)(13)

The District will complete the longitudinal study described in Paragraph 36 by the end of the 2026–27 school year and provide the results of that study to the United States by August 15, 2027. The District will submit its proposed methodology for the longitudinal study to the United States for review and approval by January 15, 2027.

Paragraph 43

This Agreement, including its Amended Paragraphs, will remain in effect until the United States determines that the District has complied fully with its provisions and

its obligations under the EEOA. The parties anticipate that the District will achieve compliance after it submits its annual report on October 1, 2027. The United States will notify the District of any compliance-based objections within 90 days of receiving the October 2027 report.

By signing this letter, the Parties agree to the amended terms of this Agreement and to extend the term of the Agreement through the 2026–27 school year. The United States will continue to monitor the Agreement consistent with its existing terms and enforcement mechanisms.

For the United States:

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