



U.S. Department of Justice

Civil Rights Division

United States Attorney's Office

Middle District of Florida



Settlement Agreement
between
The United States of America
and
Clay County School District



INTRODUCTION

Clay County School District (the “District”) agrees to comply fully with this Settlement Agreement (“Agreement”) to resolve noncompliance with the Equal Educational Opportunities Act of 1974, 20 U.S.C. §§ 1701 *et seq.* (“EEOA”). The EEOA requires the District to take “appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs.” 20 U.S.C. § 1703(f).

The United States Department of Justice (“United States”) investigated the District’s program for English Learner (“EL”) students and identified aspects of the District’s EL programs and practices that do not comply with Section 1703(f) of the EEOA. Specifically, (1) the District fails to appropriately identify and assess potential EL students; (2) the District’s EL program is not reasonably calculated to effectively implement its chosen model of instruction; (3) the District fails to overcome language barriers that impede EL students’ participation in general-education support systems and the District’s Exceptional Student Education program; (4) the District prematurely exits EL students from the EL program before they demonstrate proficiency in English; (5) the District does not communicate effectively with Limited English Proficient parents; and (6) the District does not properly evaluate its EL programs for effectiveness.

The District and the United States share the goal of ensuring that the District’s EL students receive the instruction and support they need to become proficient in English and to participate equally in school. The parties enter into this Agreement as a means of alternative dispute resolution to avoid litigation and to promote judicial and governmental economy. The District agrees to implement the remedial measures in this Agreement to resolve the noncompliance that the United States identified in its investigation. Where the District has already initiated remedial measures, this Agreement memorializes them. The Agreement will remain in effect for four full school years after the effective date, subject to Section 10 below.



TABLE OF CONTENTS

<u>Definitions of Agreement Terms</u>	<u>4</u>
<u>Section 1. English Learner Program</u>	<u>7</u>
<u>Section 2. Identification & Placement of EL Students</u>	<u>8</u>
<u>Section 3. ELD Instruction & Sheltered Content Instruction</u>	<u>10</u>
<u>Section 4. ESOL Coaches</u>	<u>13</u>
<u>Section 5. EL Student Access to Exceptional Student Education Services</u>	<u>16</u>
<u>Section 6. Professional Development</u>	<u>18</u>
<u>Section 7. Communications</u>	<u>20</u>
<u>Section 8. Program Monitoring & Evaluation</u>	<u>23</u>
<u>Section 9. Reporting</u>	<u>25</u>
<u>Section 10. Enforcement</u>	<u>26</u>
<u>Signatures of Parties to the Agreement</u>	<u>28</u>
<u>Appendix A</u>	<u>29</u>
<u>Appendix B</u>	<u>31</u>



DEFINITIONS OF AGREEMENT TERMS

- A. **Content Area Teacher** refers to a teacher of math, science, social studies, or computer literacy.
- B. **Core Content** refers to elementary and secondary math, science, social studies, and English/language arts (e.g., an English, reading, or writing class).
- C. **Days**, as used in this Agreement, means calendar days except that if a deadline under this Agreement occurs on a weekend or holiday, the due date will be the next business day.
- D. **Effective Date** means the date when both Parties have signed this Agreement.
- E. **English Learners** or **EL students** are students who require assistance to overcome language barriers that impede their equal participation in the District's instructional programs.
- F. **English Language Proficiency (ELP)** 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.
- G. **English Language Development (ELD)** is direct, explicit instruction by a qualified teacher about the English language that incorporates a systematic and developmentally appropriate approach to teaching language to EL students. ELD instruction addresses the listening, speaking, reading, and writing standards in the World-Class Instructional Design and Assessment ("WIDA") English Language Development Standards adopted by the Florida Department of Education.
- H. **ESOL** refers to English for Speakers of Other Languages.
- I. **ESOL-Certified Teacher** refers to a teacher who holds an ESOL teaching credential from the Florida Department of Education.
- J. **ESOL-Endorsed Teacher** refers to a teacher who has completed the 300-hour ESOL endorsement required for elementary education and secondary English/Language Arts teachers.
- K. **Essential Information** refers to report cards and other academic progress reports; information concerning academic options and planning; information concerning enrollment or registration; information concerning screening procedures requesting a student's language background, a parent's preferred language of communication, and the process for refusing all or only specific EL services; requests for parent permission for student participation in District/school-sponsored programs and activities; 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-curricular activities requiring an application, parent-teacher conferences, open houses); special education documents, including IEPs, Behavior Intervention Plans, Functional Behavioral Assessments, and parental rights in special education; information



about student discipline; parent handbooks; information related to public health and safety; and any other written information describing rights/responsibilities of parents or students and benefits/services available to parents and students.

- L. **Former EL student** refers to a student who was formerly an EL student but later met valid and reliable criteria for exiting the EL program. These criteria include demonstrating proficiency on a valid and reliable assessment of English Language Proficiency that evaluates all four language domains of reading, writing, speaking, and listening.
- M. **Limited English Proficient (LEP)** refers to people who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English, and may therefore require assistance to communicate or access services.
- N. **Major Languages** refers to the District's most commonly spoken languages among EL students other than English, and includes Spanish, Haitian-Creole, and any languages spoken by 50 or more parents in the District based on parental responses to questions on the home language survey or other registration materials each school year.
- O. **Newcomers** refers to any students born outside of the United States who have arrived to the United States within the past two years. These students could have had limited, interrupted, or no formal education in their native countries.
- P. **Opt-Out EL student** refers to an EL student whose parents opted out of English language acquisition services for EL students by signing a voluntary and informed waiver of such services in a language the parents understand.
- Q. **Parent** refers to either or both biological or adoptive parent(s) of the student or the student's legal guardian.
- R. **Qualified Interpreter** or **Qualified Translator** mean an individual who, whether a paid District employee, contractor, or volunteer (subject to the restrictions in Section 7.D, below): (a) meets the qualifications generally accepted in the field of oral interpretation or written translation; (b) has a demonstrated competence to fluently and accurately interpret or translate statements from English to the language in which the individual is communicating and back; (c) is trained in providing the interpretation or translation requested by the District; (d) is sufficiently knowledgeable in both languages of any specialized terminology needed to provide accurate interpretation or translation (e.g., special education terms); and (e) is trained in the ethics of interpretation or translation (e.g., the need for accuracy and confidentiality).
- S. **Sheltered Content Instruction (SCI)** refers to a method for teaching EL students grade-level Core Content 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 EL students while promoting their English language development. These strategies will include, among others: teaching to language objectives that help EL students



achieve the content objectives; building and activating background knowledge; explicitly teaching academic vocabulary; scaffolding instruction; differentiating instruction for EL students; grouping EL students by their English Language Proficiency level; using supplementary and adapted materials, texts, and visual displays; implementing cooperative learning and group work; offering primary language support; providing comprehensible input and clarification; promoting academic discussions; teaching content-area reading and writing skills; using formative and summative assessments of language and content objectives with EL accommodations; and giving proficiency-level appropriate feedback on EL students' language use and demonstration of content knowledge.



Section 1. English Learner Program

- A.** The district will take “appropriate action to overcome language barriers that impede equal participation” by students in its instructional programs. 20 U.S.C. § 1703(f).
- B.** In accordance with the provisions below, the District will develop an English Learner program that timely and accurately identifies EL students; uses qualified and trained teachers to provide ELD to EL students and make the instruction in Core Content classes accessible to EL students; monitors each EL’s academic progress and progress in English language proficiency; timely exits EL students from the EL program and monitors Former EL students’ progress after exit; and collects and analyzes relevant information to assess the EL program’s efficacy.



Section 2. Identification & Placement of EL Students

- A.** The District will continue to require all parents to complete a home language survey during the new student registration process.
- B.** No later than the beginning of the 2024-25 school year, the District will administer the WIDA Screener, which the Parties agree is a valid and reliable grade-appropriate English Language Proficiency assessment, in all four language domains¹ to all students in grades K-12 who meet either of the following criteria:
 - 1.** the home language survey completed as part of the student's registration indicates that a language other than English is spoken at home or by the student; or
 - 2.** the District has any other reason to believe the student is not proficient in English.
- C.** Beginning in the Spring 2024 semester, the District will pilot using the WIDA Screener in accordance with Sec. 2.B. in an elementary school, a middle/junior-high school, and a high school. The Parties will agree by December 1, 2023, on the selected elementary school, middle/junior-high school, and high school.
- D.** The District will continue to administer the English Language Proficiency assessment within the first 28 Days of the school year. If a student enrolls during the school year, the District will administer the English Language Proficiency assessment within 14 Days of the student's enrollment.
- E.** Within 14 Days of identification, the District will develop for each newly identified EL student an EL plan that comports with Section 3.E and provide that student with all appropriate EL services specified in their EL plan and required by this Agreement. The District will make good-faith efforts to have each EL student identified and placed in services within 30 Days of enrollment, if they enroll at the beginning of the school year, and within 21 Days of enrollment, if they enroll during the school year.
- F.** Evaluation of Students Who Did Not Qualify For EL Services:
 - 1.** By March 31, 2024, the District will complete a review of all currently enrolled students the District evaluated for EL services to identify any students who had not qualified for EL services but were not assessed for English Language Proficiency under the standard required by Section 2.B.
 - 2.** By March 31, 2024, the District will administer an English Language Proficiency assessment that complies with Section 2.B to each student identified through the review described in Section E.1, determine if they are EL students and therefore qualify for EL services, develop an EL Plan for that student, and provide that student with all appropriate EL services specified in their EL Plan and required by this Agreement.
- G.** Evaluation of EL Students Prematurely Exited from EL Services

¹ The District may assess incoming kindergarteners' English Language Proficiency in only listening and speaking in the fall semester.



1. By March 31, 2024, the District will identify all current students who were exited from EL services without meeting valid and reliable exit criteria required by Section 3.F.
 2. By March 31, 2024, the District will assess each of the identified students in all four language domains using either the WIDA MODEL or WIDA ACCESS, whichever assessment the District is able to administer sooner, to determine if they are still EL students and therefore qualify for EL services.
- H.** The District will enroll in the EL Program all students identified as qualifying for EL services through the assessments required by Sections 2.E and 2.F. The District will inform all enrolling EL students' parent(s), in a language they understand, of the student's enrollment in the EL program, what the EL program entails, and provide an opportunity to opt out.



Section 3. ELD Instruction & Sheltered Content Instruction

A. Curriculum and Resources:

1. The District agrees that English Language Development is a core subject for EL students. To educate EL students in ELD, the District will develop or adopt an elementary, middle-school, and high-school ELD curriculum with an appropriate scope and sequence for EL students, including Newcomer EL students and EL students with limited or interrupted formal education, to gain English language proficiency in a reasonable period of time. The District will submit all proposed curricula to the United States for its review and approval within 90 Days of the Effective Date of this Agreement.
2. The District will implement its chosen curricula by the beginning of the 2024-2025 school year.
3. The District will consider the needs of EL students during its Core Content textbook and curriculum review and adoption process.
4. To implement its EL program, the District will provide adequate resources, instructional materials, and dedicated classroom/office space at all schools that enroll EL students. Materials will include the following:
 - a. ELP materials appropriate for EL students' grade levels, ages, and English Language Proficiency levels;
 - b. Core Content materials that contain an EL component or supplement, supplemental materials to make vocational courses accessible to EL students, and native language materials; and
 - c. Sufficient technology to access instructional materials at home and in the classroom (e.g., 1:1 devices for EL students if provided to non-EL students or otherwise needed to implement the EL program).
5. Within 90 Days of this Agreement's Effective Date, the District will inventory its existing materials and review its policies for selecting textbooks and other instructional materials.

B. The District will provide all EL students with English Language Development in addition to other core subjects, unless the student's parent makes a voluntary and informed decision in writing to opt out of EL services.

1. The District will provide at least the following minimum amount of ELD:
 - a. Each EL will receive at least one period² of ELD daily.

² A "period" is at least 30 minutes for Kindergarten through 2nd grade ELs and at least 45 minutes for 3rd grade through 12th grade ELs.



1. The District will develop a classroom walkthrough tool to document and provide constructive feedback on teachers' use of ELD and Sheltered Content Instruction for EL students. Within 60 Days of this Agreement's Effective Date, the District will provide its proposed classroom walkthrough tool to the United States for review and approval. The District will timely implement the tool after receiving the United States' approval.
 2. The District will require trained administrators, *see* Sec. 6.B, to observe all teachers of EL students in their school at least once each semester to assess the effectiveness of the teacher's use of ELD (for teachers who are providing ELD instruction) or Sheltered Content Instruction (for Core-Content teachers). The person conducting the observation will use the District's classroom walkthrough tool and provide individualized, constructive feedback to the observed teacher.
 3. The District's ESOL Coaches will use the classroom walkthrough tool to document their feedback and the basis for their feedback when conducting walkthroughs. *See* 3.D.7-8.
- F. The District will use only objective, valid, and reliable criteria to exit EL students from its EL program, including a grade-appropriate valid and reliable assessment of the student's English Language Proficiency in each of the four language domains. For the purposes of this Agreement, the state-mandated exit criteria are identified in F.A.C. RSA 6A-6.0903.³

³ As of the 2022-2023 school year, the state-mandated criteria are as follows: A 4.0 Overall composite score and 4.0 score in the reading domain on the ACCESS, and (a) for students grade 3-9, at least a 3.0 on the grade-level Florida Standards Assessment in ELA or the FSAA, (b) for students in grades 10-12, a score on the 10th grade FSA in ELA, or a score on the FSAA, or a score on the 10th grade FCAT in Reading, sufficient to meet applicable graduation requirements or an equivalent concordant score.



Section 4. ESOL Coaches

- A.** To facilitate the provision of appropriate EL services, the District will develop an ESOL Coach position before the start of the 2024-25 school year. The ESOL Coaches will ensure that EL students in their assigned schools receive appropriate ELD and Sheltered Content Instruction to gain English language proficiency in a reasonable period of time and have equitable access to the Core Content. ESOL Coaches will assign appropriate EL services to each EL in their assigned school; monitor EL students' progress and, when appropriate, modify the amount or type of EL services the student receives so the EL may gain language proficiency in a reasonable period of time; exit EL students from the EL program in a timely manner; observe and coach teachers on providing ELD and Sheltered Content Instruction; coordinate and participate in ELD and Sheltered Content Instruction-related professional development for teachers; and review and provide the District with recommendations to improve its implementation of the ELD curriculum.
- B.** The District will assign each ESOL Coach to specific schools, and ensure that each ESOL Coach can timely and appropriately meet all the requirements of Section 4.D for each EL student, potential EL student, and Former EL student in their assigned schools. The District will assign an ESOL Coach to all schools that enroll EL students before the start of each school year or, if an EL student enrolls mid-year, within 14 Days of the student's identification as an EL.
- C.** When appointing current employees or hiring new employees for the ESOL Coach position, the District will consider the following necessary and preferred qualifications:
 - 1.** Necessary Qualifications:
 - a.** Full teaching licensure;
 - b.** At least 3+ years of teaching experience;
 - c.** ESOL-Endorsed;
 - d.** Demonstrated knowledge in the following areas:
 - i.** second language acquisition theory and multilingual development;
 - ii.** the functions and sub-systems of language;
 - iii.** legal guidelines, processes, and procedures for EL students;
 - iv.** EL assessment practices and procedures, including bi/multi-lingual assessments and interpreting assessments; and
 - v.** the use of teacher evaluation frameworks, including modifying frameworks for educators of EL students;
 - e.** Experience working within and across the WIDA framework for EL student learning, including ELD standards and assessments; and



the language domains. If so, the District will notify the student's parent(s), and offer support services (e.g., tutoring), retesting for possible re-entry into the EL program, and (if re-entered) EL services. The District will provide the student with the services the parent accepts.

6. At least once each semester, review each EL student whose parent opted the student out of EL services to determine the student's ability to participate meaningfully in the regular education program without EL services. If an opt-out EL student is not progressing as expected, the District will, in a language the parent understands, notify the student's parent and recommend the parent opt the student into EL services.
 7. At least once each semester, conduct a classroom walkthrough of each Core Content teacher of an EL and provide individualized coaching on the teacher's use of Sheltered Content Instruction to make Core Content accessible to EL students in their classroom. *See Section 5.E.*
 8. At least once each semester, conduct a classroom walkthrough of each teacher who provides ELD to EL students and provide individualized coaching on the teacher's ELD instruction. *See Section 5.E.*
- F.** Each EL Plan will specify the language supports and EL services the District will provide the EL student. Each EL Plan will meet the following minimum services and supports:
1. The EL student will receive Sheltered Content Instruction appropriate to the student's English Language Proficiency level, *see Sec. 4.C*, in all Core Content classes.
 2. The EL student will receive the amount of ELD necessary to make adequate progress in attaining English language proficiency in a reasonable amount of time. The amount of ELD provided will at least meet the minimum requirements of Section 3.B.



Section 5. EL Student Access to Exceptional Student Education Services

- A.** All provisions of this Agreement apply equally to EL students with disabilities.⁴ No EL student with a disability will be denied EL services solely because of the nature or severity of the student's disability; nor will that student be denied Exceptional Student Education services because of that student's EL status. The District will notify parents of EL students with disabilities in writing in a language they understand that their child is entitled to both EL and Exceptional Student Education services.
- B.** The District will develop a policy on how to support EL students in both the District's Multi-Tiered System of Supports (MTSS) process and evaluation for Exceptional Student Education services. The District will provide a proposed policy to the United States for review and approval within 120 Days of the Execution Date. The policy must meet at least the following criteria:
- 1.** MTSS:
 - a.** Interventions must be based on results of developmentally appropriate assessments of EL students' language and skill needs.
 - b.** The District's interventions for EL students must be evidence-based and culturally and linguistically responsive to the unique needs of EL students.
 - c.** Any determination of whether to provide or modify interventions for an EL student exhibiting academic or behavioral challenges will include the participation of the teacher(s) who provide the student with ELD instruction; the EL's ESOL Coach; a bilingual school psychologist; and any relevant educational diagnostician or speech pathologist/bilingual speech pathologist. If a bilingual school psychologist is unable to participate in the determination, the relevant school psychologist will consult with the bilingual school psychologist before participating in the determination and document the bilingual school psychologist's recommendations.
 - d.** The District will implement proactive interventions designed to identify whether an EL's academic or behavioral challenges are due to a language barrier or other cause. The District will implement intervention(s) when learning problem(s) are identified, as is done for non-EL students, and will not rely solely on waiting periods to make this determination.

⁴ The District will provide EL services pursuant to this Agreement to EL students with disabilities unless the District receives a valid waiver from the student's parent(s) or in rare cases, an EL student's Individualized Education Program (IEP) team determines and documents in the student's IEP that the EL student's disability is so severe that it would be unreasonable to expect that the EL student will ever be capable of using or understanding language. The EL student's parent(s) must be informed in writing and orally of the decision not to provide EL services, using Qualified Interpreters and Translators, in a language they understand.



- 2. Exceptional Student Education Services:**
 - a.** The District will not delay the evaluation of EL students' eligibility for Exceptional Student Education services because of an EL's language barriers.
 - b.** When evaluating an EL student for Exceptional Student Education services, the District will use valid and reliable assessment practices consistent with national standards of practice.⁵
 - c.** The District will ensure that Individualized Education Program (IEP) teams consider the language needs of EL students with disabilities as such needs relate to their IEPs. All IEP and Section 504 team meetings involving eligibility determinations for Exceptional Student Education services, determining or changing Exceptional Student Education services, or reevaluations for an EL student with a disability will include the participation of the teacher(s) who provide the student with ELD. For all other IEP and Section 504 team meetings, the District will ensure that schools secure at least the input of the ELD teacher if the teacher cannot attend the meeting.
 - d.** No member of a student's IEP or 504 Team, even one who meets the qualifications of a Qualified Interpreter, may provide interpretive services at an IEP or 504 team meeting while simultaneously serving on that student's Team.
- 3.** The District will ensure that Qualified Interpreters and Translators are used when EL students are being considered for potential referral for evaluation and being evaluated, so District employees appropriately and accurately gather relevant background information about an EL student, interview an EL student, assess an EL student, and communicate with LEP parents.
- 4.** The District will allocate specific times, at least weekly, for Employees responsible for implementing IEP goals and objectives for EL students to meet and review the EL's progress, plan interventions, and coordinate services.

⁵ The District agrees that the National Association for School Psychologists and American School Psychologists Association represent national standards of practice for valid and reliable assessment practices.



Section 6. Professional Development

- A.** The District will develop a mandatory annual professional development plan that will provide all teachers of EL students with adequate training to fulfill the instructional requirements of this Agreement. *See Sec. 4.* Within 90 Days of the Agreement's Execution date, the District will provide the United States with a proposed plan for review and approval.
- 1.** General Requirements:
 - a.** The professional development plan will provide teachers with practical instructional strategies appropriate for the EL students they teach.
 - b.** All trainings will require accountability measures, such as end-of-module quizzes, in-person and live synchronous sessions, and classroom observations and feedback, designed to promote teacher engagement and implementation of EL instructional strategies in the classroom.
 - c.** All trainings will include sufficient opportunities for modeling, practicing, and receiving feedback on EL instructional strategies being taught.
 - d.** The District will train teachers on all new EL-related curricula and materials before implementing the curricula or materials and then on an ongoing basis.
 - e.** As soon as practicable during the 2023-24 school year and then annually before the beginning of each school year, the District will train all teachers of EL students on how to use the instructional materials for EL students.
 - 2.** Professional Development Requirements for ESOL-Endorsed Teachers who teach ELD: The District's ELD professional development plan will refresh teachers on EL instructional strategies and train teachers on how to provide ELD instruction and, if the District chooses to offer integrated ELD, on how to integrate ELD into grade-level English/Language Arts instruction. To fulfill this goal, the professional plan will prepare teachers to do the following:
 - a.** Use EL students' English language proficiency levels and write appropriate language objectives across all four language domains;
 - b.** Select from an array of EL instructional strategies to implement language objectives;
 - c.** Assess whether students are meeting those language objectives in formative and summative assessments;
 - d.** Teach the unique features of academic language, including syntax, grammar, morphology, and vocabulary, for students to access specific Core Content areas; and
 - e.** Recognize the distinction between instruction in ELD and Sheltered Content Instruction.



- 3.** Professional Development Requirements for Core Content Teachers of EL students and ESOL-Endorsed Teachers of EL students who are not providing ELD: The District's Sheltered Content Instruction professional development plan will refresh and train teachers on Sheltered Content Instruction for EL students. To fulfill this goal, the professional development plan will prepare teachers to do the following:
 - a.** Plan, deliver, and adapt content for EL students within the context of standards-based lesson planning, instruction, and assessment.
 - b.** Implement effective instructional strategies for using Sheltered Content Instruction for EL students and promoting their English language development in all four language domains.
 - 4.** Co-Teaching: All teachers who intend to co-teach English Language Arts and ELD will first complete training with their co-teaching partner on how to co-teach effectively. The co-teaching training will be synchronous or live.
 - 5.** The District will submit for the United States' review and approval all training materials at least 90 days before the training session at which those materials are to be used.
- B.** The District will provide all school administrators with annual training on their responsibilities under this Agreement, how to identify and support effective ELD and Sheltered Content Instruction strategies in the classroom, and how to use the District's classroom walkthrough tool for EL students.
- C.** The District will train all employees to review a parent's preferred language(s) before scheduling meetings with parents and sending written communications to LEP parents. During this training, the District will explain how to request Qualified Interpreters and obtain accurate translations by Qualified Translators of Essential Information in other languages.
- D.** The District will continue providing annual training for all staff involved in the registration and enrollment process on its EL identification and placement policies and procedures, including those required by this Agreement.



Section 7. Communications

- A.** To identify LEP parents who need language assistance, the District will ask parents to indicate on the home language survey whether they need school- and district-level communications in a language other than English through interpreters and translations. The District will continue to make information about parents' language needs readily accessible to administrators and teachers through the student information system.
- B.** The District will draft a statement explaining that language assistance is available and how to request an interpreter or a translation. The District will translate the statement into the five most common languages of LEP parents and include the statement, in all translated languages, in the following places:
 - 1.** in its registration packet;
 - 2.** on its online enrollment website, District's homepage, and all individual school websites; and
 - 3.** prominently displayed in the front office of each of its schools, and in any other public location where parents enroll or register students in the District's schools.
- C.** The District agrees to give LEP parents access to school-related information provided to other parents as follows:
 - 1.** For written communications of Essential Information:
 - a.** Qualified Translators will accurately translate notices or documents containing Essential Information that are distributed at the District or school level into the District's Major Languages, and the District will distribute translated notices and documents in a timely manner to LEP parents speaking those languages.
 - b.** For parents speaking languages other than the Major Languages, the District will use Qualified Translators or Qualified Interpreters to timely communicate the content of such notices or documents to these parents in a language they understand, either upon request or if the need for language assistance becomes apparent to the District.
 - 2.** For oral communications of Essential Information: A Qualified Interpreter will provide oral communications of Essential Information in a language the parent understands without undue delay.
 - 3.** Upon Parent Request: The District will provide oral interpretation or accurate written translation of other school-related information by a Qualified Interpreter or Qualified Translator upon receiving a request for such information from an LEP parent.
- D.** All District or school-provided interpreters and translators will be Qualified Interpreters and Qualified Translators. Except in an emergency, the District will not use students, family or friends of LEP parents, or Google Translate for interpretation of District- or school-generated documents or for any other translation or interpreter services. If there is an



emergency and no Qualified Interpreter or Qualified Translator is available, the District will follow up with the parent in a timely manner to communicate the information through a Qualified Interpreter or accurate translation produced by a Qualified Translator. If instructional staff are providing Qualified Translator or Qualified Interpreter services, the District will ensure that such duties do not interfere with the staff's instructional and monitoring duties with respect to current and Former EL students.

- E.** The District's EL Department will develop written materials that provide parents with clear, accurate, and current information about the EL program, including, but not limited to:
- 1.** The amount of daily ELD instruction provided;
 - 2.** Whether the ELD is provided through a push-in, pull-out, EL-only standalone, or co-taught model; and
 - 3.** Whether classes in the EL program count as core credits or electives toward graduation requirements.

The District will provide these materials to all parents, in a language the parent understands, before their child's initial EL program placement. The District will offer a Qualified Interpreter to explain items (1)-(3) above to LEP parents.

- F.** To assist all schools in communicating with LEP parents, the District will:
- 1.** Retain a telephone-based interpretation vendor;
 - 2.** Provide principals with a list of the names, languages, building location, and contact information for all District employees, contractors, and others who are Qualified Translators and Qualified Interpreters. The principals will maintain the list in a central location within their schools and will ensure school staff are informed on how to access the list.
 - 3.** Include the policies and procedures regarding access to Qualified Translators and Qualified Interpreters in the District's annual training for administrators and teachers.
 - 4.** Ensure that school clerks, ESOL Coaches, teachers, and any other District employees responsible for communicating with LEP parents regarding EL students' school selection, enrollment, EL services, and other Essential Information have direct access to and receive appropriate training concerning the use of the District's telephone-based interpretation vendor.
- G.** District Monitoring of Translation & Interpretation Requests:
- 1.** Documentation & Monitoring of Translation/Interpretation Requests:
 - a.** The District will develop a process for electronically and centrally documenting each translation or interpretation request.
 - b.** The process will include documentation of the following information for each request: (1) school; (2) language; (3) date; (4) type (e.g., parent notice, IEP meeting interpreter); (5) whether the request was fulfilled, and date; (6) and if the request was denied, the basis of the denial.



Section 8. Program Monitoring & Evaluation

- A.** The District will continue to maintain a student information system that records, for each current and Former EL student, the student's home language survey responses; whether the parent needs translations, an interpreter or both; family history forms; the student's initial screening and annual English Language Proficiency assessment levels in all domains and related assessment information; and the student's specific ELD services and accommodations.
- B.** The District will retain electronically in each current or Former EL student's permanent educational record the student's prior EL Plans.
- C.** The District will monitor all schools that enroll EL students for compliance with this Agreement. To that end, the District will develop and implement school-level audit procedures to evaluate the quality and effectiveness of the EL program at each school that enrolls EL students and District-wide, based on students' services, students' English Language Proficiency and academic performance, teacher evaluations, and staffing and resources allocations. The school-level audit procedure will require an administrator at each school to monitor that each student receives the appropriate amount and type of services and progresses academically.
- D.** The District will evaluate the effectiveness of each of its EL programs to determine whether they are overcoming students' language barriers within a reasonable period of time and enabling EL students to participate meaningfully and equally in all of the District's educational programs.
 - 1.** The District agrees to conduct a longitudinal cohort analysis of its EL program at the elementary, middle, and high school levels by disaggregating and monitoring the following data by current, former, and never EL students: standardized test scores, exit rates, number of years in the EL program, 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 EL students who were enrolled in kindergarten, third grade, sixth grade, and ninth grade in the 2024-25 school year and who remain enrolled in the District over the term of this Agreement. The District will use the results of its longitudinal analysis, which is due by June 30, 2028, to inform EL program decisions and ensure the effectiveness of every EL program.
 - 2.** The District agrees to incorporate qualitative data annually in its assessment of the effectiveness of its EL program, using at least (a) a satisfaction survey of parents of ELs and LEP parents in a language they understand, with adequate outreach, interpretation, and translation supports for responses to be representative of the LEP



parent community, including speakers of low-incidence languages and non-print-literate parents; and (b) focus groups or surveys of teachers of EL students to assess the effectiveness of the District's ELD and Sheltered Content Instruction classes, their implementation, and ways to improve instruction of EL students.

- E.** Annually, the District will re-evaluate the adequacy of the professional development plans, required by Section 6, as part of its monitoring and evaluation of the effectiveness of the EL programs in its schools. The re-evaluation will include assessing, through classroom observations and walkthroughs, whether teachers are adequately and appropriately providing Sheltered Content Instruction and ELD to EL students and whether EL students are progressing in gaining proficiency in English. If the District wishes to modify any professional development plan or its EL program, the District will timely inform the United States and initiate collaborative discussions on proposed modifications to the professional development plan or EL programs. The District must receive the United States' approval before adopting any modification to a professional development plan or the EL program.
- F. Compliance Coordinator:**
- 1.** The District will designate an employee to be principally responsible for coordinating compliance with this Agreement by the District and its schools ("Compliance Coordinator"). The Compliance Coordinator will have sufficient resources and authority over the District's principals, schools, and relevant Departments to effectively carry out these responsibilities.
 - 2.** The District will provide the name and contact information for its designated Compliance Coordinator to counsel for the United States within seven Days of the Effective Date of this Agreement.
 - 3.** The District will notify counsel for the United States within 14 Days of any change to its designated Compliance Coordinator.



Section 9. Reporting

- A.** In addition to any reporting requirements provided above, the District will provide to the United States annual compliance reports in electronic format. These reports, outlined in Appendices A and B, will be due by June 15 and November 15 of each year. If any required information 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.
- B.** The District will notify the United States of all proposed substantive changes or additions to its EL program. If the United States objects, it will notify the District in writing within 60 Days.



Section 10. Enforcement

- A.** 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 this Agreement. The District will provide such information to the United States upon request.
- B.** The District 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 the United States, through its representatives and any consultant or expert it may retain, has the right, with reasonable advance notice, to conduct site visits (in-person or remotely), interview staff (in-person or remotely), observe the delivery of professional development (in-person or remotely), and request such additional reports, information, or data as are necessary for the United States to monitor the District's compliance with this Agreement and the EEOA. The District will make the requested reports, information, or data available to the United States for its review within 30 Days. Consistent with federal law and applicable rules of professional conduct, the United States also may speak directly, without District counsel, with District employees who (a) are not administrators represented by District counsel, and (b) have concerns or information to share with the United States about the District's obligations under the EEOA and this Agreement. The United States may also evaluate the District's compliance with this Agreement and the EEOA by conducting language access testing at any of the District's schools or any of the District's offices that serve the public.
- C.** In consideration for entering this Agreement, the United States will refrain from undertaking further enforcement action relating to this investigation or from filing a civil action alleging violation of the EEOA based on the findings of the United States' investigation, except as provided in Section 10.D.
- D.** 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 this Agreement. The Parties will meet within 15 Days after a court's decision to determine whether this Agreement should be revised or supplemented in response to the court's decision.
- E.** This Agreement will be binding upon the Clay County School District, and its administrators and any successor administrators in their official capacity; the members of and any successor members of the Clay County School Board in their official capacity. 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.

- F.** This Agreement will remain in effect until 90 Days after the District submits its final annual report and longitudinal study on June 30, 2028. The United States will notify the District of any ongoing compliance-based objections within 90 Days of receiving both the final report and completed study.
- G.** The Parties may, upon mutual written agreement, amend this Agreement to address changed circumstances and/or to improve the delivery of services to EL students. Any Party may submit in writing a proposal to begin negotiations and an explanation of the proposed changed circumstances. The Parties will negotiate in good faith for terms that address EL students' needs, in compliance with the EEOA, in a manner practicable for the District to implement.
- H.** The following signatures indicate the consent of the Parties to the terms of this Agreement, which is effective upon its mutual execution. The District representative, by signing this document, gives assurances that the representative has the authority to bind the District, including successor members of the District's School Board and successor administrators, for the Agreement's duration.



SIGNATURES OF PARTIES TO THE AGREEMENT

For Clay County School District:

David Broskie

David Broskie

DAVID BROSKIE
Superintendent
Clay County School District
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Date: 10/19/2023

For the United States:

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Date: 10/30/2023



APPENDIX A

Deadlines: November 15 and June 15

(All information should reflect the current school year in progress)

<p>A-1. Home Language Survey</p>	<p>A spreadsheet with the number of students, by grade level and language background (i.e., primary or home language indicated on the home language survey):</p> <ul style="list-style-type: none"> (a) whose home language survey indicated a language other than English is spoken at home or by the student; (b) whose parents requested translation; (c) whose parents requested interpretation; (d) whose English Language Proficiency was assessed; (e) who were identified as EL based on the English Language Proficiency screening assessment; (f) whose parents opted out of EL services. <p>If a gap exists between the number reported in A-1(a) and A-1(d), provide a narrative explanation for the discrepancy.</p>
<p>A-2. Service Information by Student</p>	<p>A spreadsheet with the following information for each individual Current EL:</p> <ul style="list-style-type: none"> (a) Student ID number; (b) School; (c) Grade level; (d) Language background (i.e., primary or home language indicated on the home language survey); (e) EL status (i.e., current, Former, Opt-out); (f) English Language Proficiency level; (g) IEP/504 (Y or N; if Y indicate primary disability); (h) Academically or Intellectually Gifted (Y or N); (i) Number of years identified as EL; (j) Exit Date (if applicable); (k) Re-Entry Date (if applicable); (l) Minutes of daily ELD instruction; (m) Name of ELD teacher(s); (n) Whether the ELD teacher(s) is ESOL-Certified, ESOL Endorsed, has completed their 300-hour requirement, or is on track to complete their 300-hour requirement; (o) Name of the teacher and subject for each core-content class; and (p) For each core-content class, whether the core-content teacher is ESOL Certified, ESOL Endorsed, has completed their 60-hour requirement, or is on-track to complete their 60-hour requirement.



<p>A-3. Service Information by School</p>	<p>A spreadsheet with the number of current EL students, by school, by English Language Proficiency level, and by disability status, who have not opted out and:</p> <ul style="list-style-type: none"> (a) are not receiving any ELD; (b) are not receiving ELD in accordance with the requirements of Section 4.B.1; (c) are not receiving ELD on a daily basis; (d) are not grouped for ELD in accordance with the requirements of Section 4.B.2; (e) are not receiving Sheltered Content Instruction in accordance with the requirements of Section 4.C; <p>Separately, for each subpart (a) – (e), a narrative explanation for why EL students who have not opted out of EL services are not receiving ELD or Sheltered Content Instruction in accordance with the requirements of the agreement.</p>
<p>A-4. ESOL Coaches</p>	<p>A list of all ESOL Coaches and their current school assignment(s).</p>
<p>A-5. For The June 2024 Report Only</p>	<p>An Excel spreadsheet with the following information for each EL re-identified under Sections 2.E and 2.F:</p> <ul style="list-style-type: none"> (a) student identification number; (b) school; (c) grade level; (d) Assessment scores used to re-identify the EL per Secs. 2.E and 2.F; (e) Whether the student previously qualified for the EL program; (f) If the student did not previously qualify for the EL program, the student's scores on any prior IPT Screener the District used; (g) If the student previously qualified for the EL program, the student's date of exit, basis for exit, and most recent ACCESS scores immediately preceding their exit from the EL program;



APPENDIX B

Deadline: June 15

(Unless otherwise indicated, all information should reflect the school year just completed)

<p>B-1. Services for EL students with Disabilities</p>	<p>A spreadsheet with the following information for each EL referred for exceptional student education services:</p> <ul style="list-style-type: none"> (h) student identification number; (i) school; (j) grade level; (k) ELP level during the school year in which the EL was referred; (l) Date of referral; (m) Date of evaluation (if any); (n) The name and title of the individual who conducted the evaluation; (o) A description of whether the evaluation was conducted in English and how the evaluation was conducted to consider the EL's language needs; (p) Whether the EL was found eligible for ESE services; (q) If the EL was found eligible for ESE services, what type of disability/gifted status the EL qualified under. <p>(r) A list by school and program type (e.g., resource, self-contained) of all special education teachers in the District and whether they: (i) are ESOL-Certified, ESOL-Endorsed, completed their 60-hour training requirement, or are on track to complete their 60- or 300-hour training requirement (ii) completed the training required by Section 6, and (iii) are proficient in a language other than English (if yes, include the language).</p> <p>(s) A list of qualified special education evaluators by name, language(s) spoken, and specialty area(s) whom the District uses to evaluate EL students suspected of having disabilities.</p>
<p>B-2. Curriculum and Resources</p>	<p>An inventory, by school, of the EL instructional materials required by Section 4.A.4, and annually thereafter, a list of any new EL materials acquired since the prior year's inventory.</p>
<p>B-3. Staffing and Professional Development</p>	<p>(a) A report that includes for each school, the name of all teachers. For each teacher, include: subject; grade level; ESOL status (ESOL-Certified, ESOL-Endorsed, completed 60-hour training, on track to complete 60- or 300-hour training); required to complete training on Sheltered Content Instruction and ELD strategies (Y/N); completed such training (Y/N). The District will note any assignment changes, new hires, or departures since the prior report.</p>



	(b) An updated list of all principals/administrators by school who have not completed the annual training in Section 6.B.
	(c) A copy of the District's professional development plan for the upcoming school year related to the implementation of this Agreement, including each training's date, title, target audience, hours, mandatory/voluntary status, and facilitator for the United States' review and approval.
B-4. Communications	(a) A list of all translation and interpretation requests by school, language, date, and type (e.g., parent notice, IEP meeting interpreter); whether the request was fulfilled and the date; and if the request was denied, the basis for the denial.
	(b) An updated list of District employees, contractors, and others who provide translation and interpreter services, including the names of those individuals and the language(s) in which services are provided.
B-5. Monitoring and Program Evaluation	(a) A list of all students who exited the District's EL program as a result of the most recent annual assessment. For each identified Former EL, identify the student's: school, grade, student ID; exit date; number of years in the District's EL program prior to exit; and English Language Proficiency assessment scores (Overall composite and domain scores).
	(b) A description of the District's efforts to comply with Section 8, including all school- and District-level program evaluations conducted, data considered in those evaluations, and any conclusions or observations.
	(c) The aggregated results (if a survey was conducted) or a description of results (if focus groups were conducted) of the District's annual evaluation of teachers' experience with ELD and Sheltered Content Instruction, conducted in accordance with Section 8.D.2.
	(d) The aggregated results of the District's annual LEP Parent survey conducted in accordance with Section 8.D.2.
	(e) A description of the District's evaluation of its professional development plan, conducted in accordance with Section 8.E, including data considered in that evaluation, conclusions and observations, whether (and if so, what) modifications to the professional development plan were considered, and the reasoning for any decision not to make those modifications.
	(f) The results of the District's longitudinal cohort study described in Section 8.D.1 by June 30, 2028.