

**Settlement Agreement**  
**Between**  
**the United States**  
**and**  
**Arlington Public Schools**

## **PURPOSE**

Arlington 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”).

After thoroughly reviewing aspects of the District’s program for English Learner students (“ELs”) that were alleged to be inadequate, the United States identified several compliance issues regarding the Districts’ EL programs and practices under Section 1703(f) of the EEOA. The compliance issues identified by the United States pertain to the District’s obligations to: (1) ensure that parents and guardians knowingly consent or refuse to enroll their children in EL services during the EL identification and placement process; (2) provide sufficient translation and interpretation services for Limited English Proficient (“LEP”) parents; (3) provide ELs with sufficient language services and adequate access to grade-level curricula at Thomas Jefferson Middle School (“TJMS”) and other secondary schools that used the same EL program as TJMS; (4) staff its EL program at TJMS with enough qualified teachers; (5) train its principals on how to evaluate teachers of ELs; (6) provide sufficient materials to implement its EL program at TJMS; (7) ensure that ELs are not over-identified as needing special education services based on their language barriers in elementary schools and are not denied timely evaluations for suspected disabilities at TJMS; (8) adequately monitor current and former ELs at TJMS; and (9) properly evaluate its EL program at TJMS and other schools.

The parties undertake this Agreement as a means of alternative dispute resolution to avoid litigation and for the purposes of judicial and governmental economy. The District agrees to implement the remedial measures enumerated in this Agreement but admits to no violations of the EEOA by entering into this Agreement. To the extent the District has already started undertaking measures to address some of the issues raised by the United States, this Agreement memorializes those measures. The effective date of this Agreement will be the date when both parties have signed the Agreement. The Agreement will remain in effect for three full school years following that date subject to the terms of Paragraphs 34-38 below.

The District representative, by signing this document, gives assurances that he has the authority to bind the District, including successor administrators and members of the District’s

School Board, for the Agreement's duration.

### **DEFINITIONS**

- **English Learners or ELs** are students who require assistance to overcome language barriers that impede their equal participation in the District's instructional programs.
- **English Language Proficiency or 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.
- **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 Virginia Department of Education. In District schools, ESL classes are also referred to as High Intensity Language Training ("HILT") Reading and HILT English.
- **ESL-Certified Teacher** refers to an elementary or secondary teacher who holds a certification in Teaching English to Speakers of Other Languages ("TESOL") from the Virginia Department of Education. ESL is taught by an ESL-certified teacher under this Agreement.
- **English for Speakers of Other Languages/High Intensity Language Training program or ESOL/HILT** is the District's program for helping ELs achieve English proficiency.
- **Former EL** refers to a student who was formerly an EL but subsequently met valid and reliable criteria for exiting the EL program, including demonstrating proficiency on a valid and reliable assessment of English Language Proficiency in all four language domains (reading, writing, speaking, and listening).
- **Opt-Out EL** refers to an EL student whose parents opted out of instructional services for ELs by signing a voluntary and informed waiver of such services in a language they understand.
- **Major Languages** refers to the District's most commonly spoken languages among ELs other than English, which are Spanish, Amharic, Arabic, and Mongolian, based on parental responses to questions on the registration and first-day packet forms each school year.
- **Sheltered Content Instruction** refers to the District's method for teaching ELs grade-level core content (i.e., English/Language Arts, math, science, and social studies) in English by integrating English language and literacy development into content area instruction. Examples of sheltered social studies classes in grades 6-8 include EL-only classes such as HILT U.S. History 6 and HILT U.S. History 7 for WIDA level 1 and 2 ELs, as well as integrated co-taught

US History classes for WIDA level 3 and higher ELs. Sheltered Content Instruction systematically incorporates an array of teaching strategies that make core content classes more comprehensible and accessible to ELs while promoting their English language development, such as teaching to language objectives, building background knowledge and vocabulary, scaffolding, differentiating instruction for ELs, grouping ELs by ELP level, using adapted materials, texts, and visual displays, cooperative learning and group work, offering primary language support, providing clarification, promoting academic discussions, and offering proficiency-level appropriate feedback on ELs' language use and demonstration of content knowledge.

- **Newcomer** refers to any foreign-born students and their families who arrived to the United States within the last two years. These individuals could have limited or no formal education in their native countries.

### **GENERAL REQUIREMENTS**

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

### **SPECIFIC REQUIREMENTS**

#### **IDENTIFICATION AND PLACEMENT OF EL STUDENTS**

2. The District will continue to require all parents/guardians to complete a home language survey during the new student registration process. To ensure that ELs are properly identified, the District will administer a valid and reliable grade-appropriate ELP assessment in all four language domains to all students in grades K-12 whose home language survey indicates that a language other than English is spoken at home or by the student, or if there is any other reason to believe that the student is not proficient in English, except that the District may assess incoming kindergarteners' ELP only in listening and speaking in the fall semester. Consistent with WIDA guidelines, students participating in the pre-kindergarten program will be assessed no earlier than six months prior to the start of their kindergarten year.
3. The District will continue to administer the ELP assessments within 20 days of the school year and place all new K-12 students identified as ELs in an appropriate EL program within the first 30 days of the school year, and if the student enrolls thereafter, the assessment and placement will occur within 14 days from the date of the student's enrollment.
4. By September 5, 2019, and annually thereafter, the District will train all registration and intake personnel, including all Enrollment Center staff, on its EL identification and placement

policies and procedures, including those outlined in Paragraphs 2 and 3 above.

## **COMMUNICATIONS**

5. 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 make information regarding LEP parent needs for interpreters and translations readily accessible to administrators and teachers through the student information system. The District will train its employees to review this information before scheduling meetings with parents and sending out notices to parents. During this training, the District will explain how to obtain qualified interpreters and translations of essential information into the District's Major Languages. The District also will add a statement (translated into the Major Languages, Bengali, and Russian) to its registration packet, its online registration form, and the homepage of the District and school websites about the availability of interpretation in multiple languages and how to request an interpreter or a translation.
6. The District agrees to give LEP parents access to school-related information provided to other parents as follows:
  - A. Notices or documents containing essential information<sup>1</sup> that are distributed at the District or school level will be translated into the District's Major Languages and distributed to parents 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.<sup>2</sup>

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<sup>1</sup> "Essential information" includes, but is not limited to: (a) report cards and other academic progress reports; (b) documents concerning academic options and planning; (c) documents concerning enrollment or registration; (d) documents concerning screening procedures requesting a student's language background, a parent's preferred language of communication, and the process for refusing all or only specific EL services; (e) requests for parent permission for student participation in District/school-sponsored programs and activities; (f) materials and announcements distributed to students that contain information about school and District activities for which notice is needed to participate in such activities (e.g., testing, co-curriculars activities requiring an application, parent- teacher conferences, open houses); (g) information about special education matters arising under the IDEA or Section 504 (e.g., procedural rights, meetings about Individual Education Plans ("IEPs") and Section 504 Plans, and Behavior Intervention Plans), except that the translation of IEPs and Section 504 Plans is governed by Paragraph 6.C below; (h) information about student discipline; (i) parent handbooks; (j) information related to public health and safety in the District schools; and (k) any other written information describing rights/responsibilities of parents or students and benefits/services available to parents and students.

<sup>2</sup> 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 understands by means of an interpreter without undue delay. The District will provide oral interpretation or written translation of other school-related information upon receiving reasonable, specific advance requests for such information from limited English proficient parents.
- C. With respect to information about special education matters arising under the IDEA or Section 504, the District will additionally translate all IEP and Section 504 Plan forms (i.e., the blank templates into which student information is filled) into the four languages requested most by LEP parents/guardians, as determined by the data generated by the first-day packet and home language survey. Beginning with the 2019-2020 school year, at or before an IEP or Section 504 meeting, the District will inform LEP parents/guardians who speak Amharic, Arabic, or Mongolian of their ability to receive a translated copy of the completed IEP or 504 Plan. Beginning with the 2020-2021 school year, the District will inform LEP parents/guardians who speak Spanish of their ability to receive a translated copy of the completed IEP or 504 Plan. After the IEP or Section 504 meeting, upon the request of an LEP parent/guardian, the District will provide a translated copy of the completed IEP or 504 Plan within a reasonable period of time, but no later than 10 business days following the District's receipt of the request. If, however, 10 business days is not feasible because the request is for a low-incidence language or is unusually complicated, the District will provide a translated copy of the completed IEP or 504 Plan within 20 business days following the District's receipt of the request.
7. All District or school-provided interpreters, whether paid District employees, contractors, or volunteers, will be: bilingual and demonstrably qualified and competent to interpret; trained in providing the interpretation they are asked to provide or sufficiently knowledgeable in both languages of any specialized terminology needed to provide the requested interpretation accurately; and trained in the ethics of interpretation (e.g., the need for accuracy and confidentiality in interpretation). Except in an emergency, the District will not use students, family or friends of limited English proficient 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 District interpreter is available, the District will follow up with the parent in a timely manner to communicate, through a qualified interpreter or translation, the essential information that the family or friends orally interpreted. If instructional staff are

asked to provide translation or interpreter services, the District will ensure that such duties do not interfere with the staff member's instructional and monitoring duties with respect to ELs and former ELs.

8. The District will develop written materials for parents that provide clear, accurate, and current information about each of its EL programs, including, but not limited to: (a) the ESL provided, depending on the EL's ELP level; (b) the Sheltered Content Instruction provided; and (c) whether classes in the EL program count as core credits or electives toward graduation requirements. The District will translate these materials into the Major Languages and will provide them to all parents prior to an initial EL program placement whenever possible and at least within 30 days of an EL program placement, and offer a qualified interpreter to explain items (a)-(c) above to limited English proficient parents of other languages.
9. To ensure that all schools have access to already translated information, the District will provide central office and school-based employees with electronic access to an accurate and current inventory of translated District-level and school-specific documents, as well as instructions for requesting translations of additional documents. The District will continue to expand the inventory to include translations of all district-level and school-level essential information in the Major Languages. To assist all schools in communicating with limited English proficient parents, the District will provide principals with a list of the names, languages, and contact information for all District employees, contractors, and others who provide translation and interpretation services. The policies and procedures regarding access to translation and interpretation services will be included in the District's annual training for administrators and teachers.

### **PROVISION OF EL SERVICES AND ACCESS TO THE CORE CURRICULUM**

10. The District will provide all ELs, including ELs with disabilities, at least a daily period<sup>3</sup> or instructional block of ESL taught by an ESL-Certified Teacher unless the EL student's parents make a voluntary and informed decision in writing to opt out<sup>4</sup> of such services. The District will monitor the academic progress of each opt-out EL to assess his/her ability to participate meaningfully in the regular education program without EL services by having the core content

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<sup>3</sup> 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.

<sup>4</sup> Opt-out ELs remain entitled to all appropriate EL accommodations on classroom and standardized assessments and may not opt out of the annual English Language Proficiency assessment.

teachers complete a monitoring form each quarter. When an opt-out EL is not progressing as expected, the District will inform the student's parents and recommend ESL and/or other EL services in a language the parents understand, including providing a qualified interpreter and a translated version of the opt-out monitoring form in the Major Languages.

11. At the secondary level, the District will provide additional instructional blocks of ESL to newcomers and other ELs with WIDA ELP levels 1 and 2 (e.g., HILT A Reading and HILT A English for level 1 newcomers or HILT B Reading and HILT B English for other level 1 and level 2 ELs); at the elementary level, the District will provide additional ESL to newcomers and other ELs with WIDA ELP levels 1 and 2.
12. The District will provide ELs at the secondary level with a period or block of ESL in addition to other core subjects, except that the District may provide ESL through the core literacy class only for ELs with ELP levels of 4 or 5 if the class is (a) taught by an ESL-Certified Teacher who is also certified in English Language Arts or (b) co-taught by an ESL-Certified Teacher and a teacher certified in English Language Arts who co-plan together, and the ESL-Certified Teacher provides the ELs explicit ESL.
13. The District may group ELs for ESL by (a) their ELP level within a single grade or vertically across grades (limited to two consecutive grades at the elementary level) or (b) two comparable, consecutive ELP levels within a single grade, except that in elementary schools with fewer than 50 ELs, three consecutive ELP levels may be grouped for ESL when (a) the ELs are at the same grade level, (b) level 3 ELs are grouped with levels 1 and 2 for one school year only, and (c) the ESL-Certified Teacher differentiates the ESL instruction in lesson planning for each ELP level.
14. To ensure meaningful access to grade-level core content instruction, all ELs enrolled in HILT programs will receive Sheltered Content Instruction in language arts, math, science, and social studies where instruction is primarily in English and teachers use effective sheltering strategies (including but not limited to those in the definition of Sheltered Content Instruction above) to make lessons comprehensive to ELs while promoting their English language development. To support ELs with the least amount of English, the District will prioritize the assignment of ELs with ELP levels 1-2 to Sheltered Content Instruction classes taught by ESL-certified teachers who are either content-certified or co-teaching with content-certified teachers.



## **STAFFING AND PROFESSIONAL DEVELOPMENT**

15. The District will actively recruit ESL-Certified Teachers for relevant teaching positions. Within 90 days of the effective date of this Agreement, the District will provide a plan for recruitment of such staff to the United States for review and approval. The District's notices regarding vacancies will express a preference for candidates with an ESL certification. District employees responsible for the recruitment and hiring of teachers for the EL programs and special education personnel will meet annually to discuss ways to improve the recruitment, hiring, and assignment of applicants who are certified in ESL.
16. The District will ensure that the ESL components of its EL programs are taught by ESL-Certified teachers and that sheltered content classes are taught by content-certified teachers or ESL-Certified teachers. Secondary content teachers teaching Sheltered Content classes will also (a) have an ESL certification, (b) have been trained to use effective techniques to shelter content and promote ELs' English language development, as set forth in Paragraph 17 below, or (c) are "on track" to complete the training required by Paragraph 17 within three years.
17. 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 that, over the course of this Agreement, will provide middle school core content teachers of ELs who lack an ESL-certification with adequate training on effective strategies for sheltering content for ELs and promoting their English language development in all four language domains. The professional development plan will provide each teacher with at least thirty<sup>5</sup> hours of training on effective sheltering strategies<sup>6</sup> over the course of three years, and at least five hours of onsite application each of those years (including 3 hours of in-classroom support) on using those strategies (e.g., coaching from the trainer or an EL Specialist, professional learning communities, grade-level meetings, and/or subject-level meetings focused on planning and discussing content lessons using those strategies, peer observations of exemplary sheltered instruction). This professional development will give teachers practical instructional strategies appropriate for planning, delivering, and adapting content for ELs within the context of standards-based lesson planning, instruction, and assessment and sufficient opportunities for

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<sup>5</sup> The District's middle school core content teachers who have already completed the three-day training on the Sheltered Instructional Observation Protocol within the last three years will be deemed to have fulfilled 20 hours of this 30-hour requirement.

<sup>6</sup> See Paragraph 14 and Definition of Sheltered Content Instruction above.

modeling, practicing, and receiving feedback regarding such strategies. Being “on track” to complete this professional development within three years will mean that teachers receive ten hours of training on sheltering strategies and five hours of onsite application (including 3 hours of in-classroom support) on using those strategies per year.

18. ESL teachers and teachers who are assigned to co-teach at TJMS and other schools that use co-teaching to instruct ELs will engage in initial planning conversations before the start of the school year to define instructional roles and then will designate time to collaborate weekly on co-taught lessons to ensure that both teachers are adequately prepared to deliver their co-taught lessons for the coming week. Such collaboration must include lesson planning over the summer and during District professional learning days, and common planning periods wherever practicable. The District also will provide these teachers with training on how to co-teach classes to ELs prior to being assigned to co-teach ELs.
19. The District will develop a classroom walkthrough teacher feedback tool for use by administrators and instructional coaches in all schools to evaluate the implementation of ESL and Sheltered Content Instruction in core content classes. The District will provide its proposed classroom walkthrough teacher feedback tool to the United States within 90 days of the Agreement’s effective date, and the United States will provide its feedback to the District within 60 days thereafter.
20. The District will provide principals at TJMS, and any other administrators who evaluate teachers of ELs at District secondary schools, with annual training regarding their responsibilities under this Agreement, in addition to training on how to identify and support effective ESL and sheltering teaching strategies in classroom instruction and how to use the classroom walkthrough tool described in Paragraph 19 to provide constructive feedback to teachers during and/or after classroom walkthroughs. In the principal training, the District will explain that collaboration with core content, special education, or any other teachers may not replace ESL instruction by an ESL-Certified Teacher.

## **CURRICULUM AND RESOURCE ALLOCATION**

21. The District will provide adequate instructional materials<sup>7</sup> and equitable classroom environments at TJMS. This will include providing ELs with access to ESL and core content materials appropriate to their age and ELP levels, and considering EL needs during the District's core content textbook and curriculum review and adoption process.
22. Over the course of this Agreement, the District will develop a scope and sequence for its ESL classes in grades 6-12 and standards-based supplements to the State's curriculum framework that will include explicit guidance on how to integrate the WIDA ELD Standards with the Virginia Standards of Learning (SOLs) content area frameworks (English Language Arts, Math, Science, and Social Studies) in a manner appropriate for the ELP levels of ELs to illustrate differentiating instruction and to address the four language domains in the context of standard-based planning and instruction. By May 2020 for grades 6-8 and by May 2021 for grades 9-12, the District will produce a teacher guide for its ESL classes designed to ensure that ELD instruction addresses the four language domains of the WIDA ELD Standards consistent with the ELP levels of each ESL class and in a manner that progressively advances the attainment of those Standards while integrating the SOLs across the four content areas.

## **EL ACCESS TO SPECIAL SERVICES**

23. All provisions of this Agreement apply equally to ELs with disabilities. No EL 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 his/her EL status.<sup>8</sup> The District will notify parents of ELs with disabilities in writing in a language they understand that their child is entitled to both ESL and special education services.
24. The District will employ reasonable measures to train its special education and ESL-Certified Teachers who work with EL students with disabilities on how to provide services to ELs with disabilities, particularly disabilities affecting language acquisition and written and oral

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<sup>7</sup> Materials will include age- and grade-appropriate ESL materials, core content materials that include an EL component or supplement, supplemental materials to make core content and vocational courses accessible to ELs, and native language materials.

<sup>8</sup> The District will provide ESL 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.

language processing and expression. This training will include at least one annual joint planning meeting with special education and ESL-Certified Teachers at each school to discuss ESL and procedures for timely identifying and serving ELs with disabilities. Each school also will maintain a list of staff members who have knowledge and experience regarding EL needs, services, and language and cultural backgrounds, and the intersection of EL and special education services. To the extent practicable, the District will ensure that at least one person from this list is present at all special education meetings for ELs.

25. The District will utilize the Arlington Public Schools Student Support Processes Manual<sup>9</sup> to ensure that ELs are not over-identified as needing special education services based on their language barriers in elementary schools, and to ensure that ELs are not denied timely evaluations for suspected disabilities at TJMS. These processes include, but are not limited to, using data-based decisions to inform instruction and monitor ELs' linguistic and academic progress, using evidence-based interventions, and documenting parental involvement in all steps of the processes.
26. The District will ensure that all IEP teams consider the language needs of all EL students with a disability as such needs relate to their IEPs. The District will inform all principals and special education staff that IEP and Section 504 team meetings involving eligibility determinations, determining or changing services, and revaluations for each EL student with a disability must include an ESL-endorsed teacher who (a) is knowledgeable about EL needs and services and relevant considerations related to ELs' language and cultural background; (b) has received the training required by Paragraph 24; and (c) whenever possible, is familiar with the EL student's needs. For all other IEP and Section 504 team meetings, the District will ensure that schools secure at least the input of this ESL-endorsed teacher if s/he cannot attend the meeting. If, prior to any IEP or Section 504 team meeting, the included ESL-endorsed teacher is not already knowledgeable about the student, the District will inform the teacher where the student's files are located and when/how they can be accessed for his/her review.
27. The District will provide an equal opportunity for ELs to apply for and participate in the TJMS's specialized programs, including but not limited to honors and advanced-level classes and programs.

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<sup>9</sup> The United States will approve or provide feedback on this manual as it relates to referring, evaluating, and providing services to EL students with a suspected or identified disability and communicating with LEP parents about these activities within 45 days of receiving it from the District.

## **PROGRAM MONITORING AND EVALUATION**

28. The District will monitor the EL services and ELP progress of current ELs and the academic performance of current and former ELs through its electronic student information system(s). To facilitate its monitoring of current and former ELs, the District will maintain the following information electronically in each student's permanent educational record: the home language survey; the EL's initial and annual ELP assessment scores in all domains; and the ESOL/HILT program level(s) in which the student has been and is enrolled, including the date on which the EL began each level. To permit evaluations of its EL programs over time, the District will maintain the following data in separate fields: all ELP assessment scores, including the initial screener and annual assessment scores; standardized test scores; retention, drop out, and graduation data; whether the student is a long-term EL, an opt-out EL, a former EL, or a newcomer EL or has limited or interrupted formal education; and the year that the student was designated as an EL.
29. The District will review tracking data for each EL (including the WIDA Overall ELP level), EL services (e.g., ESL, Sheltered Content Instruction), the amount of EL services, and whether the EL's disability meets the exception in footnote 8 on a quarterly basis to ensure that all students identified as eligible for EL services are receiving appropriate services, unless the ELs have opted out of or exited the District's EL programs.
30. The District will use valid and reliable criteria that is specified by the Virginia Department of Education for exiting ELs from EL programs and EL status, including a grade-appropriate valid and reliable assessment of the student's ELP level in each of the four language domains. The District will monitor the academic performance of former EL students by reviewing their standardized test scores, composite and domain scores on the ELP test at the time of exit, report cards, and attendance to determine if the student needs any academic support services (e.g., tutoring) or needs to be retested for possible reentry into the ESOL/HILT program.<sup>10</sup> If a former EL student fails to make academic progress and if an ESL-Certified Teacher, an administrator, and core-content teachers determine that this failure may be due to a lack of English proficiency, the District will notify the student's parents and offer EL services and provide the student with the services that the parents accepts. Each District school will send its monitoring reports to the District's EL Department.

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<sup>10</sup> EL students who exit the ESOL/HILT by achieving the overall ACCESS score required for exit in Virginia are still eligible to receive SOL EL accommodations for two years after they exit EL services.

31. The District will evaluate the effectiveness of each of its EL programs district-wide to determine whether they are overcoming language barriers within a reasonable period of time and enabling students to participate meaningfully and equally in its educational programs. To that end, the District agrees to conduct a three-year longitudinal cohort analysis of each of its programs at the elementary, middle, and high school levels by disaggregating and monitoring the following data by current, former, and never ELs, for each EL program utilized by the District: standardized test scores, exit rates, dropout rates, graduation rates, retention-in-grade rates, ELP assessments, and enrollment in special education and enrichment programs (e.g., gifted, honors, and Advanced Placement classes). In conducting the analysis, the District will track a cohort of ELs who were enrolled in kindergarten, third grade, sixth grade, and ninth grade in SY 2018-19 and who remain enrolled in the District over the term of this Agreement. The District will use the results of its longitudinal analysis to inform EL program decisions and ensure every EL program it uses is effective.

## **REPORTING**

32. The District will provide to the United States annual reports in electronic format detailing its efforts to comply with this Agreement. An initial report of the information in sections A and B below will be provided by October 15, 2019, and annually thereafter on October 15. A full report will be provided by July 1 including information for the school year that just ended. If any of the information required for the annual reports in a particular school year is available in a document that the District already has prepared to comply with federal or state laws or regulations, the District may include the document in its reports and indicate the section of the report to which the document applies.

### *A. Identification and Placement of EL Students.*

The number of students by grade level and language background (i.e., primary or home language indicated on the home language survey) (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 ELP was tested; (e) who were identified as EL based on the ELP test; and (f) whose parents opted out of EL services.

### *B. Provision of EL Services and Access to the Core Curriculum.*

1. For each individual EL student at TJMS: local student ID number; school; grade level;

WIDA ELP level; language background; opt out (Y or N); ESOL/HILT level; amount of ESL instruction per day; name of ESL Teacher(s); whether ESL Teacher(s) has the ESL certification (Y or N); the subject of each Sheltered Content Instruction class; name of the teacher of each Sheltered Content Instruction class, and whether the sheltered core content teacher is ESL-certified, has completed the training required by Paragraph 17, or is “on track” to complete it; number of years identified as EL; long-term EL (Y or N); student with interrupted formal education (Y or N); newcomer (Y or N); special education (Y or N); primary disability; and gifted and talented (Y or N).

2. For each school, the number of ELs in total who:
  - a. are not receiving any ESL and have not opted out of ESL;
  - b. are not receiving a period or instructional block of ESL;
  - c. are not receiving ESL instruction from an ESL-Certified Teacher.
  - d. are not receiving Sheltered Content Instruction from a teacher who (i) has an ESL-certification, (ii) has completed the training required by Paragraph 17, or (iii) is “on track” to complete such training.

*C. Parent Communications.*

A list of translated District-level and school-specific documents by title of the document and the languages in which it was translated, and, annually thereafter, an updated list of such documents pursuant to Paragraph 9.

*D. Staffing and Professional Development.*

1. A report that includes for each school: the number of ELs by WIDA English proficiency level and disability status (e.g., 100 ELs, 25 L1, 25 L2, 25 L3, and 25 L4, and 20 with a disability); the number of teachers of ESL; the number of ESL teachers with an ESL-certification; the number of special education teachers with an ESL- certification; and the number of core content teachers with an ESL certification.
2. A report that includes the teachers, by name and subject, who have started, completed, or are on track to complete the professional development on sheltering strategies required by Paragraph 17, including the hours of (a) training and (b) in-class support they received.
3. A principal training report that includes sign-in sheets, dates, agendas, and training materials for the training required by Paragraph 20.

4. The District's professional development plans for the upcoming school year related to the implementation of this Agreement (e.g., Shelter Content Instruction training for 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. Curriculum and Resource Allocation.*

A list of any new EL materials acquired by TJMS since the prior year's inventory.

*F. Access to Special Services.*

1. For students at TJMS, the number of ELs by grade and native language who (i) were referred to a student support team; (ii) the date of the referral; (iii) were referred for a special education evaluation, (iv) were evaluated in the native language, identifying the language; (v) were identified as having a disability, including each disability identified, and (vi) received special education services.
2. For students in grades K-5, the number of ELs by grade and native language.
3. A list of the special education and ESL teachers who received the training required by Paragraph 24.
4. A list of qualified bilingual special education evaluators by name, language(s), and specialty area whom the District uses to evaluate ELs suspected of having disabilities.

*G. Monitoring & Program Evaluation.*

1. A list of all former EL students who have exited the TJMS's ESOL/HILT Program and are under monitoring. For each student: student ID; exit date; number of years in the EL Program prior to exit; and ELP assessment scores (composite and domain scores).
  2. A copy of TJMS's monitoring report developed and provided to the District's EL Department pursuant to Paragraph 30.
  3. The District will complete the longitudinal study described in Paragraph 31 by the end of the 2021-22 school year and provide the results of that study to the United States by August 1, 2022.
33. The District will notify the United States of all proposed substantive changes or additions to its ESOL/HILT program as they relate to this agreement, including those based on the results of the longitudinal study. If the United States objects, the United States will notify the District



in writing within 60 days.

## **ENFORCEMENT**

34. 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.
35. 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, provided, however, that each District employee who is not an administrator will be informed of the right to have the District's counsel present upon the employee's request..
36. 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.
37. This Settlement Agreement will be binding upon the successor members of the Arlington County School Board and successor District Superintendents. The District understands and

acknowledges that this Agreement does not relieve the District from its other obligations under the EEOA or other federal laws. The United States, consistent with its responsibility to enforce the EEOA, retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any future alleged violations of the EEOA by the District.

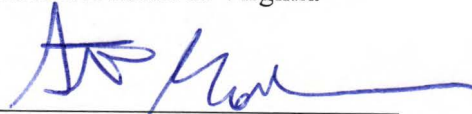
38. The Settlement Agreement will remain in effect until 60 days after the District submits its complete report due on July 1, 2022, per Paragraph 32. The parties may, upon mutual written agreement, amend this Settlement Agreement for reasons including changed circumstances and/or to improve the delivery of services to ELs.

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

Date: June 3, 2019

**For the United States:**

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United States Attorney  
Eastern District of Virginia



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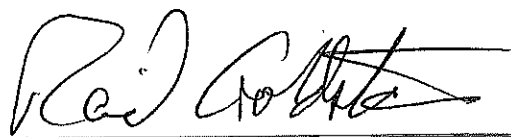
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*Attorneys for the United States*

For the Arlington Public Schools:

A handwritten signature in black ink, appearing to read "Reid Goldstein", written over a horizontal line.

REID GOLDSTEIN, School Board Chairman  
Arlington School Board  
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Arlington, Virginia 22204