

Settlement Agreement
Between
the United States
and the
Rowan-Salisbury Board of Education

PURPOSE

The Rowan-Salisbury Board of Education, as the governing entity for the Rowan-Salisbury School System (District), agrees to comply fully with this Settlement Agreement (Agreement) to address and resolve noncompliance with Section 1703(f) of 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).

In September 2017, the United States Department of Justice (United States) opened an investigation into the District’s program for English Learner (EL) students. On December 3, 2020, following a full review, the United States notified the District that aspects of the District’s EL programs and practices do not comply with Section 1703(f) of the EEOA. Under this Agreement, the District will (1) ensure that all ELs, including ELs with disabilities, receive educationally sound and appropriate English as a Second Language or “ESL” instruction throughout the school year; (2) adequately staff and train its employees to effectively implement its EL program; (3) provide students and teachers with adequate resources to implement the EL program; (4) ensure meaningful communications with Limited English Proficient parents; and (5) properly monitor and evaluate its EL program for effectiveness.

The District and the United States (collectively the “Parties”) 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 for the purposes of judicial and governmental economy. The District agrees to implement the remedial measures in this Agreement but admits to no violations of the EEOA. Where the District has already initiated remedial measures, this Agreement memorializes them. This Agreement’s effective date will be the date when both parties have signed the Agreement. This Agreement will remain in effect for three full school years following the effective date, subject to Paragraphs 49-54 below. The Parties acknowledge that the requirements of this Agreement are intended to be implemented over the duration of the Agreement.

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 assessment of English language proficiency in each of the four language domains (i.e., listening, speaking, 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 WIDA English Language Development Standards adopted by the North Carolina Department of Public Instruction.

- **ESL-Licensed teacher** refers to any elementary or secondary teacher who holds a valid North Carolina ESL K-12 license.
- **Former EL** refers to a student who was formerly an EL student but who 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.
- **Opt-Out EL** refers to an EL student whose parents declined instructional services for ELs by signing a voluntary and informed waiver of such services in a language they understand.
- **Newcomers** refer 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.
- **Qualified Interpreter and Qualified Translator** refers to an individual who, whether a paid District employee, contractor, or volunteer: (a) meets the qualifications generally accepted in the field of oral interpretation and/or written translation; (b) is fluent in the languages in which the individual is communicating; (c) has a demonstrated competence to interpret and/or translate; (d) is trained in providing the interpretation or translation requested by the District (e.g., simultaneous interpretation for hearings or large-group parent meetings); (e) is sufficiently knowledgeable in both languages of any specialized terminology needed to provide accurate interpretation or translation (e.g., special education terms); and (f) is trained in the ethics of interpretation and/or translation (e.g., the need for accuracy and confidentiality).
- **Sheltered Content Instruction** refers to a method for teaching ELs 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 (i.e., English/Language Arts, Math, Science, and Social Studies) more comprehensible and accessible to ELs while promoting their English language development, such as: teaching to language objectives that help ELs achieve the content objectives; building and activating background knowledge; explicitly teaching academic vocabulary; scaffolding instruction (i.e., specialized and temporary supports to support ELs future academic independence); differentiating instruction for ELs; grouping ELs by 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 ELs' language use and demonstration of content knowledge.

GENERAL REQUIREMENT

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

Registration and Identification of ELs

2. The District will continue to require all parents¹ to complete a home language survey during the new student registration process.
3. The District will continue to administer a valid and reliable grade-appropriate English Language Proficiency assessment in all four language domains to all students in grades K-12 whose home language survey indicates that a language other than English is spoken at home or by the student, except that the District may assess incoming kindergarteners’ English Language Proficiency only in listening and speaking through the fall semester.² The District will also administer such an assessment if there is any other reason to believe that the student is not proficient in English.
4. The District will administer the English Language Proficiency assessments within the first 20 days of the school year and place all newly identified ELs in appropriate EL programming within the first 30 days of the school year. If a student enrolls thereafter, the assessment will occur within 10 days and placement will occur within 14 days of the student’s enrollment.
5. The District will annually train all staff involved in the registration and enrollment process on its EL identification and placement policies and procedures, including those outlined in this Agreement.

EL Services and Programming

6. The District will provide English as a Second Language (ESL) instruction to all EL students who do not receive proficient scores on a valid and reliable English Language Proficiency assessment that the State of North Carolina requires to exit EL status and services, unless the student’s parent makes an informed decision, in writing, to formally opt out of such EL services.³

¹ The term “parent” in this Agreement includes a legal guardian or other person who is legally responsible for the student’s welfare.

² Consistent with WIDA guidelines, students participating in the District’s pre-kindergarten programs will be assessed no earlier than six months prior to the start of their kindergarten year.

³ 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. The District will also regularly monitor the academic progress of each opt-out EL to assess the student’s ability to participate meaningfully in the regular education program without EL services. *See ¶41.*

7. The District will provide all ELs at least 225 minutes per week⁴ of synchronous in-person ESL instruction taught by an ESL-Licensed teacher. The District will provide an additional 225 minutes per week of synchronous in-person⁵ ESL instruction to all newcomers and ELs with an English Language Proficiency of 1 or 2. All ESL services will be provided during the fall and spring semesters.⁶
8. The District agrees that ESL is a core subject for ELs and will provide ESL instruction in addition to other core subjects, except that at the secondary level the District may provide ELs with an English Language Proficiency of 4 or above with content-based ESL in their English/Language Arts or Social Studies classes if the class is (a) taught by an ESL-Licensed teacher who is also licensed in the content subject, and the ESL-Licensed teacher provides the ELs explicit ESL; or (b) co-taught by an ESL-Licensed teacher and a teacher certified in the content subject who have regular co-planning time together, and the ESL-Licensed teacher provides the ELs explicit ESL.
9. The District may group ELs for ESL instruction by their English Language Proficiency level within a single grade or vertically across grades (limited to two consecutive grades at the elementary level).⁷ Alternatively, the District may group two comparable, consecutive English Language Proficiency levels within a single grade.
10. The District will review all EL records from the past two years and offer appropriate services to ELs who did not receive ESL or other supports when enrolled in prior school years. The District will identify and report to the United States by no later than July 31, 2021, all non-exited ELs who received “Transitional Services” or no ESL at any point in the last two years, or for whom no information is available.
11. To have meaningful access to grade-level core content instruction, all ELs will receive Sheltered Content Instruction in language arts, math, science, and social studies. Consistent with the definition of Sheltered Content Instruction, such instruction will be primarily in English and teachers will use effective sheltering strategies to make lessons comprehensible to ELs while promoting their English language development. To support ELs with the least amount of English proficiency, the District will prioritize the assignment of ELs with English Language Proficiency levels 1-3 to Sheltered Content Instruction classes and then assign ELs with higher English Language Proficiency levels based on the availability of licensed teachers who have completed the training set forth in Paragraphs 25-26. Sheltered Content Instruction classes will be designated as “sheltered” based on the training of the teacher and the content of the class, not on the enrollment of ELs in the class.
12. If the District supplements its EL services with additional assistance (e.g., native language

⁴ The District will provide guidance to teachers and administrators that schools should provide this instruction through a daily ESL class. The weekly minute total accounts for situations where schools may, for example, be served by an itinerant teacher or are operating on an alternating bloc schedule.

⁵ For the 2021-22 school year only, this portion of synchronous, dedicated ESL instruction may be conducted virtually.

⁶ All requirements in this Agreement apply equally to the District’s virtual and alternative school(s), with the sole exception that the virtual schools may conduct any required instruction remotely as opposed to in person.

⁷ For the 2021-22 school year only, at the upper elementary level (i.e., grades 3-5), the District may group two ELP levels across two grades (e.g., 1s and 2s in grades 4 and 5).

support, afterschool tutoring, academic monitoring, remedial literacy programming), these services shall not preempt or substitute for ESL or Sheltered Content Instruction, and do not fulfill the requirements set forth in Paragraphs 6-11.

13. By the start of the 2021-2022 school year, the District will develop and provide guidance to schools on how to schedule ESL and Sheltered Content Instruction classes for ELs at varying English Language Proficiency levels. The District also will develop and provide sample class schedules for elementary, middle, and high schools with both low and high EL enrollments. The District will provide a copy of the guidance and sample schedules to the United States on July 31, 2021, and any updates annually thereafter.
14. This Agreement applies to both the in-person and remote instructional settings. Should the District need to operate on a hybrid or all-remote schedule, the District will continue to provide ESL and Sheltered Content Instruction in comparable quantity and format (synchronous vs. asynchronous) to the instruction provided for English/Language Arts and math and will continue to be responsible for tracking the services provided by each school.

Services for ELs with Disabilities

15. All provisions of this Agreement apply equally to ELs with disabilities.⁸ By August 1, 2021, the District will notify all parents of ELs with disabilities in writing, in a language they understand, that their child is entitled to both EL and special education services. The notice will also include a District point of contact for parents who believe their child is not currently scheduled to receive both services or has other questions or concerns about dual services.
16. The District will employ reasonable measures to train its special education and ESL-Licensed teachers on how to provide services to ELs with disabilities, particularly disabilities affecting language acquisition and written and oral language processing and expression. Special education and ESL-Licensed teachers at each school will conduct at least two joint planning meetings per year to discuss policies and procedures for timely identifying and serving ELs with disabilities.
17. The District will ensure that Individualized Education Program (IEP) teams consider the language needs of ELs with disabilities as such needs relate to their IEPs. All IEP and Section 504⁹ team meetings involving eligibility determinations, determining or changing services, or reevaluations for an EL with a disability must include the participation of an ESL-Licensed teacher who (a) is knowledgeable about EL needs and services as well as the relevant considerations related to ELs' language and cultural backgrounds; (b) has received the training required in Paragraph 16; and (c) whenever possible, is familiar with the EL's particular needs. For all other IEP and Section 504 team meetings, the District will ensure that schools secure at least the input of this ESL-Licensed teacher if the teacher cannot attend the meeting. If, prior

⁸ The District will provide EL services pursuant to this Agreement to ELs with disabilities unless the District receives a valid waiver from the student's parent(s) or in rare cases, a student's Individualized Education Program (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.

⁹ Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794.

to any IEP or Section 504 team meeting, this ESL-Licensed teacher is not already knowledgeable about the student, the District will facilitate the teacher's review of the student's file.

Access to Advanced Coursework and Special Programs

18. The District will ensure that a student's EL status and duration in the EL program is not a barrier to enrollment in the District's advanced, accelerated, or gifted courses or programs.
19. The District will continue to screen all students for gifted status according to the procedures outlined in the District's Academically or Intellectually Gifted (AIG) plan. The District will also regularly review AIG referral and service data and disaggregate that data by school and EL status (including both current and former EL participation).
20. All provisions of this Agreement apply equally to the District's specialized programs, including the elementary dual-language immersion program, the high school Academies programs, and Rowan County Early College.

Curriculum and Resources

21. The District will provide adequate resources, instructional materials,¹⁰ and dedicated classroom/office space at all schools to implement its EL program. This includes providing ELs with access to English as a Second Language (ESL) and core content materials appropriate to their ages and English Language Proficiency levels, as well as sufficient technology to access instructional materials at home and in the classroom (e.g., 1:1 devices). The District also will consider the needs of ELs during its core content textbook and curriculum review and adoption process. For all instructional materials for ELs, the District will ensure that teachers of ESL and Sheltered Content Instruction are adequately trained on how to use these materials before school starts each year of this Agreement, within 30 days of the start of school, or if hired after the start of school, within 30 days of hire. Within 60 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.
22. The District agrees that ESL is a core subject for ELs that warrants a curriculum similar to that of other core courses. The District will develop or adopt a K-12 ESL curriculum with appropriate scope and sequence for all ELs, including newcomers. The District will submit all proposed curricula to the United States for its review and approval by July 31, 2021. The District will prioritize development or adoption of its newcomer and elementary ESL curricula, which will be implemented no later than the first semester of the 2021-2022 school year. The secondary curriculum will be implemented no later than the second semester of the 2021-2022 school year. The District will incorporate training on the new curricula and materials into teacher professional development days and professional learning communities before implementation, and on an ongoing basis thereafter.

¹⁰ Materials will include age- and grade-appropriate ESL materials, core content materials that include an EL component or supplement, supplemental materials to make vocational courses accessible to ELs, and native language materials.

Staffing and Professional Development

23. The District will employ a sufficient number of ESL-Licensed teachers and core content teachers of ELs who are adequately trained to provide the EL services required by this Agreement. The District will actively recruit for relevant teaching and administrative positions, including special education positions, candidates who have an ESL License, are trained in Sheltered Content Instruction and/or have bilingual language skills. The District's notices regarding teaching vacancies will list the North Carolina ESL K-12 Licensure as a requirement for ESL teaching positions and as a preference for non-ESL teaching positions. The District employees responsible for recruiting and hiring ESL and special education teachers will meet at least twice annually to discuss ways to improve the recruitment, hiring, and assignment of dually-licensed (ESL and Special Education) teachers and other qualified candidates.
24. The District will assign a minimum of two ESL teachers, one of whom must be full time, to any school enrolling at least 75 active ELs. The District also will actively seek to minimize the number of ESL teachers assigned to two or more schools. Teachers in their first year of teaching will not be assigned to more than one school.
25. The District will ensure that ESL and Sheltered Content Instruction teachers are adequately trained to provide those services to ELs. All ESL instruction will be provided by ESL-Licensed teachers. All Sheltered Content Instruction will be provided by one of the following: (1) a teacher dually licensed in ESL and the content area; (2) an ESL-Licensed teacher co-teaching with a content-certified teacher; or (3) a content-certified teacher who has completed or is on track to complete the training outlined in Paragraph 26. ESL teachers and teachers who are assigned to co-teach will: (a) receive training on how to co-teach classes to ELs; and (b) have regular common planning time with their co-teacher.
26. To meet the Sheltered Content Instruction requirements of Paragraph 11, the District will develop a professional development plan that, over the course of this Agreement, will provide all core content teachers who teach ELs with adequate training on effective strategies for sheltering content for ELs and promoting their English language development in all four language domains.¹¹ The training shall offer teachers practical instructional strategies appropriate for planning, delivering, and adapting content for ELs within the context of standards-based lesson planning, instruction, and assessment as well as sufficient opportunities for modeling, practicing, and receiving feedback regarding such strategies.
 - A. The District will provide thirty hours of mandatory training on effective sheltering and English Language Development strategies over the course of three years, with the following exception:
 1. Core content teachers who completed the District's 3-day in-person Sheltered Instruction Observation Protocol (SIOP) training within three years of the Agreement's effective date will be deemed to have fulfilled 20 hours of this 30-hour requirement. The remaining 10 hours of this requirement shall be focused on non-SIOP topics that

¹¹ The District will continue to require that all ESL teachers take SIOP training within two years of hire. The District will permit vocational and special education teachers, as well as administrators, to enroll in any training offered under Paragraph 26

- promote English language development across the four domains.
- B. The training will be conducted in person to the greatest extent possible, with no more than 10 hours of the 30-hour requirement provided online, unless in-person training is infeasible in light of current public health guidelines and/or safety concerns.
 - C. The District will provide fifteen hours of in-classroom¹² support to all core content teachers who teach ELs, including those teachers covered by Paragraph 26(A)(1). Support includes coaching from the trainer or an EL specialist with expertise in sheltering content and co-planning sheltered content lessons; observing teachers in class (with modeling as appropriate); and sharing constructive feedback on observed lessons.
 - D. To be considered “on track” to complete the requirements of this paragraph, teachers will receive at least 10 hours of training and 5 hours of in-classroom support per year.¹³
 - E. Within 90 days of the effective date of this Agreement, the District will develop and provide to the United States for review and approval its professional development plan.
27. The District will develop a classroom observation tool for use by administrators and instructional coaches in all schools to evaluate and provide constructive feedback on teachers’ implementation of ESL and Sheltered Content Instruction. Within 90 days of this Agreement’s effective date, the District will provide its proposed classroom observation tool to the United States for review and approval. The District will implement the classroom observation tool no later than the second semester of the 2021-2022 school year.
28. The District will provide administrators who evaluate teachers of ELs with annual training on their responsibilities under this Agreement, how to identify and support effective ESL and Sheltered Content Instruction, and how to use the classroom observation tool described in Paragraph 27. Within 90 days of this Agreement’s effective date, the District will provide its proposed administrator training to the United States for review and approval.

Communications

29. The District will ensure that all new student registration materials, both hard copy and online, are available in English and Spanish.¹⁴ The District will add a statement in English and Spanish to its registration packet, its online registration form, and the homepage of the District and school websites, notifying parents about the availability of interpretation in multiple languages and how to request an interpreter or a translation.
30. The District will ask parents to identify on the home language survey the language(s) in which they prefer to receive oral and written communications from the District and their child’s school.¹⁵ The District will make this information readily accessible to employees through the

¹² In classroom means either within the in-person or virtual classroom.

¹³ For those teachers who meet the definition of Paragraph 26(A)(1), “on track” means successful completion of the 3-day SIOP training plus annual completion of 5 hours of in-classroom support.

¹⁴ The District will make other languages available upon request.

¹⁵ To the extent the District has not previously requested this information or for any students for whom there is not

student information system. The District will train its employees to (a) review this information before scheduling meetings with parents and sending out notices to parents/guardians. During this training, the District will explain how to request Qualified Interpreters and obtain accurate translations of essential information in Spanish and other languages.

31. The District will provide Limited English Proficient (LEP) parents access to information provided to other parents as follows:
 - A. The District will accurately translate notices or documents containing essential information¹⁶ that are distributed at the school- or District-level or posted on District websites into Spanish and distributed to Spanish-speaking parents. Speakers of other languages will be provided, in a timely manner, written translations and/or oral interpretation of such documents in a language they understand, either upon request or if the need for such translation becomes apparent to the District.
 - B. Oral communications about essential information will be provided in a language the parent understands by means of a Qualified Interpreter.
 - C. The District will provide oral interpretation or written translation of other school-related information upon the request of an LEP parent.
32. The District will develop written materials for parents that provide clear, accurate, and current information about its EL program, including, but not limited to: (a) the amount of weekly ESL instruction provided based on the EL's English Language Proficiency; (b) the amount of weekly Sheltered Content Instruction provided; (c) the manner in which ESL classes count toward graduation requirements; and (d) any other services provided specifically to ELs. The District will translate these materials into Spanish and will provide them to Spanish-speaking parents prior to an initial EL program placement, whenever possible, or at least within 15 days of an EL program placement. The District shall offer a Qualified Interpreter (or written translation upon request) to explain items (a)-(d) above to LEP parents of other languages within the same timeframe.
33. To expand access to already translated documents, the District will provide District employees with electronic access to an accurate and current inventory of translated District-level and

a home language survey on file, the District will ask parents to identify their preferred language(s) by the start of 2021-22 school year.

¹⁶ "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 or school-sponsored programs and activities; (f) promotional materials and announcements distributed to students that contain information about school and District activities for which notice is needed to participate (e.g., testing, co-curriculars activities requiring an application, parent-teacher conferences, open houses); (g) special education documents, including IEPs, Behavior Intervention Plans, and Functional Behavioral Assessments; (h) information about student discipline; (i) parent handbooks; (j) information related to public health and safety; and (k) any other written information describing the rights/responsibilities of parents or students and the benefits/services available to parents and students.

school-specific documents, as well as instructions for requesting translations of additional documents. The District will continue to expand this inventory to include translations of District- and school-level essential information in Spanish and other low- incidence languages, where available.

34. The District will provide principals with a list of the names, languages, and contact information of all District employees, contractors, and others who provide translation and interpretation services to support meaningful communication with LEP parents. 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. The policies and procedures regarding access to translation and interpretation services will be included in the District’s annual training for administrators and teachers.
35. The District will ensure that every community¹⁷ has at least one Qualified Interpreter and Translator who is bilingual in English and Spanish.
36. Except in an emergency, the District will not use family or friends of LEP parents (who are not Qualified Interpreters or Translators), students, or Google Translate to translate or interpret essential information. If there is an emergency and no Qualified Interpreter or Translator is available to communicate essential information, the District will follow up with the parent in a timely manner to communicate, through a Qualified Interpreter or accurate translation, the information conveyed by other means. If instructional staff are asked to provide translation or interpreter services, such duties will not interfere with the staff member’s instructional and monitoring duties with respect to ELs and former ELs.
37. To monitor the language needs of its population, the District will track all translation and interpretation requests by school, language, and type (e.g., interpreter for IEP meeting, field trip permission slip).

Monitoring and Program Evaluation

38. For each current and former EL, the District will record in the District’s electronic databases, on class rosters, and in the EL’s Student Education Plan the student’s English Language Proficiency, program enrollment status (i.e., current, opt-out, monitored), and the language acquisition services and accommodations the student currently receives. All administrators and teachers will have access to and be trained on the EL-related resources and data available on the District’s data systems so that they know which students need language assistance. Beginning in the 2021-22 school year, the District will retain historical records of each student’s language acquisition services.
39. At each school, an ESL teacher or administrator will monitor the following information for each current EL to ensure that each student receives appropriate services and progresses academically: (a) English Language Proficiency levels in all domains; (b) type and quantity of services provided (e.g., 45-mins. ESL/day, 90 mins. sheltered math and social studies/day); (c) newcomer status; and (d) whether the EL has a disability (or has been referred for a special

¹⁷ The District divides its schools into six “communities” that do not necessarily correspond to feeder patterns: North, South, East, West, Salisbury, and Southeast.

education evaluation, if applicable).

40. District-level personnel will review each school's data on a quarterly basis to confirm that all students eligible for EL services, excluding opt-out ELs, are receiving appropriate services. If the District learns that an EL is not receiving EL services consistent with this Agreement, the District will provide appropriate services within twenty days.
41. At each school, an ESL teacher or administrator will monitor each opt-out EL's academic progress at least twice a year to assess the student's ability to participate meaningfully in the regular education program without EL services. When an opt-out EL does not progress as expected, the school will inform the student's parents and recommend ESL and/or other EL services in a language the parents understand, including providing the parents with a Qualified Interpreter and translated version of the opt-out monitoring form.
42. The District will use valid and reliable criteria to exit ELs 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. At each school, an ESL teacher or administrator will monitor the academic performance of former ELs for two years by reviewing their: standardized test scores; composite and domain scores on the English Language Proficiency assessment at the time of exit; and progress reports. If a former EL fails to make academic progress and if an ESL-Licensed 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; offer support services (e.g., tutoring), retesting for possible reentry into the EL program, and (if reentered) EL services; and provide the student with the services that the parents accepts.
43. Each school will generate monitoring reports based on the information reviewed in Paragraphs 39, 41, and 42, and send those monitoring reports to the District's EL Department.
44. The District will monitor all schools for compliance with this Agreement. To that end, the District will develop school-level audit procedures to evaluate the quality and effectiveness of its EL program, based on students' services, students' English Language Proficiency and academic performance, teacher evaluations, and staffing and resources allocations.
45. To facilitate its monitoring of current and former ELs and permit evaluations of its program, the District will maintain the following information electronically and in hard copy in each EL's permanent educational record: the home language survey; Student Education Plan; all English Language Proficiency 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 (i.e., has been identified as an EL for six or more years), an opt-out EL, a former EL, or a newcomer EL; and the year that the student was designated as an EL.
46. The District will evaluate the effectiveness of each component of its EL program to determine whether the program is enabling ELs to (a) overcome language barriers within a reasonable period of time; and (b) participate meaningfully and equally in all of the District's educational programs. To that end, the District agrees to conduct a three-year 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 ELs, for each EL programming option, utilized by the District: standardized test scores, exit rates, dropout rates, graduation rates, retention-in-grade rates, English Language Proficiency assessments, and enrollment in special education and enrichment programs (e.g., gifted, honors, and Advanced Placement classes). In conducting this analysis, the District will track a cohort of ELs who were enrolled in kindergarten, third grade, sixth grade, and ninth grade in the 2021-2022 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 to inform EL program decisions and ensure the effectiveness of its EL program. The District will complete the longitudinal study described above and provide the results of that study to the United States by June 30, 2024.

Reporting

47. The District will provide to the United States, in electronic format, reports detailing its efforts to comply with this Agreement. These reports, outlined in Appendices A and B, will be due every September 30, February 15, and June 30 for the duration of this Agreement. If any of the information required for the reports 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.
48. 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.

Enforcement

49. 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.
50. 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 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 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. The United States also may speak directly with District employees—who are not administrators—who have questions, concerns, or other information to raise with the United States regarding the District's obligations under the EEOA and this Agreement.
51. 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.

52. This Agreement will be binding upon the Rowan-Salisbury School System, successor members of the Rowan-Salisbury School Board, and successor administrators. 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.
53. This Agreement will remain in effect until 90 days after the District submits its final annual report and longitudinal study on June 30, 2024. 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. The Parties may, upon mutual written agreement, amend this Agreement to address changed circumstances and/or to improve the delivery of services to ELs.
54. 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.

**For the Rowan-Salisbury Board of
Education:**

KEVIN JONES, Chairman
Rowan-Salisbury Board of Education

TONY WATLINGTON, Superintendent
Rowan-Salisbury School System

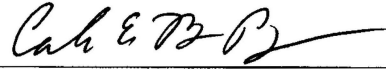


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Date: June 17, 2021

APPENDIX A: BI-ANNUAL REPORTS

Deadlines: September 30 and February 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>A-2. Service Information by Student</p>	<p>A spreadsheet with the following information for each individual 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, monitored, 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) Type of ESL program (e.g., Pull-Out, Push-In, Content-Based); (m) Amount of ESL instruction per week; (n) Name of ESL teacher(s); (o) Whether ESL teacher(s) has an ESL license (Y or N); (p) Number of Sheltered Content Instruction classes; (q) Subject of each Sheltered Content Instruction class; (r) Name of the teacher of each Sheltered Content Instruction class; and (s) Whether the Sheltered Content Instruction teacher is ESL-Licensed or has completed the training required by Paragraph 26 (or is “on track” to complete it).

<p>A-3. Service Information by School</p>	<p>A spreadsheet with the number of current ELs, by school and by English Language Proficiency level, who have not opted out and:</p> <ul style="list-style-type: none"> (a) are not receiving any ESL; (b) are not receiving ESL in accordance with the requirements of Paragraph 7; (c) are not receiving ESL on a daily basis; (d) are not receiving ESL instruction from an ESL-Licensed teacher; (e) are not grouped for ESL in accordance with the requirements of Paragraph 9; (f) are not receiving Sheltered Content Instruction in accordance with the requirements of Paragraph 11; (g) are not receiving Sheltered Content Instruction from a teacher who: <ul style="list-style-type: none"> (i) has an ESL license or (ii) has completed or is “on track” to complete the training required by Paragraph 26.
<p>A-4. ESL Teachers</p>	<p>A list of all ESL teachers, including long-term substitutes, and their current school assignment(s). For each teacher, include whether the teacher has an ESL license. For all itinerant teachers, include a brief description of their schedule (e.g., School #1 – MWF; School #2 – TuTh).</p>

APPENDIX B: ANNUAL REPORT

Deadline: June 30

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

B-1. Placement and Programming	(a) A copy of all parent refusal (opt-out) forms in all languages issued that school year.
	(b) A copy of the parent notification of EL services in all languages issued that school year.
B-2. Services for ELs with Disabilities	(a) The number of ELs by school, grade, and language background who: (i) were referred for special education services, (ii) were found eligible for such services, and (iii) received such services.
	(b) A list by school and program type (e.g., resource, self-contained) of all special education teachers in the District and whether they: (i) have an ESL license, (ii) completed training on sheltering strategies, and (iii) are proficient in a language other than English (if yes, include the language).
	(c) 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.
	(d) The date and agenda of each school’s joint planning meetings required by Paragraph 16.
B-3. Access to Advanced Coursework and Special Programs	A narrative description of any updates to the District’s Academically or Intellectually Gifted plan and a copy of any admissions materials, in English and Spanish, for the District’s specialized programs.
B-4. Curriculum and Resources	An inventory, by school, of the EL instructional materials required by Paragraph 21, and annually thereafter, a list of any new EL materials acquired since the prior year’s inventory.
B-5. Staffing and Professional Development	(a) A report that includes for each school, the name of all teachers. For each teacher, include: subject; grade level; ESL license (Y/N/in progress); required to complete training on sheltering and English Language Development strategies (Y/N); completed such training (Y/N); annual in-classroom support hours (# of hours completed). The District will note any assignment changes, new hires, or departures since the prior report.
	(b) An updated list of all principals/administrators by school who have not completed the training in Paragraph 28.

	<p>(c) A copy of the District’s professional development plans for the upcoming school year related to the implementation of this Agreement (e.g., Sheltered 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 45 days.</p>
<p>B-6. Communications</p>	<p>(a) The number of parents, by school and language background, requesting (i) interpreters and (ii) translated materials in a language other than English on the home language survey.</p>
	<p>(b) 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.</p>
	<p>(c) 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.</p>
	<p>(d) 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, including documentation that the translated materials are available and accessible in electronic form consistent with Paragraph 33.</p>
<p>B-7. Monitoring and Program Evaluation</p>	<p>(a) A list of all students who exited the District’s EL program as a result of the most recent annual assessment. For each 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 (composite and domain scores).</p>
	<p>(b) A copy of each school’s monitoring report developed and provided to the District’s EL Department pursuant to Paragraph 43. Include with the report any EL- related updates to each school’s Renewal plan.</p>
	<p>(c) The results of the District’s longitudinal study described in Paragraph 46 by June 30, 2024.</p>