

# Settlement Agreement

Between

The United States of America

and

The Crestwood School District

## SETTLEMENT AGREEMENT

### DEFINITIONS

1. "The District" refers to the Board of Education for the Crestwood School District of Crestwood, MI and the public schools it operates.

2. "Alternative education program" (AEP) refers to non-traditional educational programs in which a student may participate while still being enrolled in the District. For purposes of this Agreement, AEP includes but is not limited to: (a) special education placements in center programs for low incidence categories operated by local area school districts under the supervision and funding of Wayne County Regional Education Services (WCRESA), including Berger School, Stuckey School, Cooke School, Thorne Elementary and Thorne Middle School, and Stottlemeyer Preschool; (b) vocational and technical partial-day placements for high school students, including William D. Ford Career and Technical Center, Livonia Career and Technical Center, and Dearborn Heights Career Partnership; (c) any online courses or distance-learning program approved by the District or authorize by Section 101(9) of the State School Aid Act (*i.e.*, the State's Seat Time Waiver program); and/or (d) any other program affiliated with the District so long as the District receives any Title III or full-time equivalency funding for a participating student, including Crestwood High School Transition Program.

3. "Core Content" refers to English language arts (ELA), math, science, and social studies.

4. "ELL" refers to a student who is an English Language Learner or Limited English Proficient (LEP) and who is therefore entitled to receive services to overcome language barriers that impede his/her equal and meaningful participation in the District's instructional programs.

5. "ESL" refers to English as a Second Language instruction: a language acquisition service designed to provide English instruction to ELLs.

6. "ESL teacher" refers to someone who after January 1, 2015, has a valid and current ESL endorsement from the Michigan Department of Education (MDE) and is responsible for teaching ESL.

7. "ELL Designee" refers to the ESL endorsed employee at each school whom the District identifies as responsible for all school-level efforts to identify, instruct, and monitor the ELLs assigned to that school. The ELL Designees' duties, as outlined in this Agreement, are limited to the ELLs who are assigned to the ELL Designee's school.

8. "ELL Director" refers to the District employee at the central office who is responsible for implementing the District's ELL Program and monitoring the District's compliance with the ELL Program and this Agreement.

9. "ELL Program" refers to the District's method of providing language acquisition services to all of the District's ELLs.

10. "ELP" refers to a student's English language proficiency based on an assessment of each of the four language domains of speaking, listening, reading, and writing. Students' scores on a valid and reliable English language proficiency assessment shall determine their ELP level.

11. "Exited ELL" refers to a student who was formerly an ELL but subsequently met the criteria for exiting the ELL Program based on a valid and reliable assessment of the student's ELP level in each of the four language domains of speaking, listening, reading, and writing. An exited ELL is entitled to receive monitoring of his/her academic progress to determine whether the student has and maintains a sufficient level of English proficiency to succeed in mainstream classes without language acquisition services.

12. "IEP Team" refers to the team assembled pursuant to the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973 (Section 504) to identify the individual needs of students with disabilities; propose appropriate placements, programming, or services; and develop an Individualized Education Program (IEP).

13. "Major Languages" refers to the most common languages other than English spoken by District students, including Arabic and any other language spoken by more than 100 of the District's students.

14. An "Opt-Out" refers to the informed decision of an ELL's parent to decline, in writing, to have his/her child enrolled in the ELL Program.

15. "Parent" refers to a student's parent, guardian, or other person with responsibility for a student under Michigan law.

16. "Pull-Out" refers to a method of delivering ESL where an ESL teacher pulls an ELL out of a regular classroom to provide English acquisition instruction in a separate location.

17. "Push-In" refers to a method of delivering ESL where an ESL teacher pushes into an ELL's regular classroom to provide English acquisition instruction.

18. "RTI/IC Team" refers to the Response to Intervention/Instructional Consultation team. The District assembles an RTI/IC Team to conduct interventions and determine whether pre-referral accommodations or services may improve a student's academic performance before referring the student for Special Education assessments pursuant to the IDEA or Section 504.

19. "SIOP" refers to the Sheltered Instruction Observation Protocol model of language acquisition instruction. SIOP or "SI" is designed to teach grade-level content to ELLs by integrating language and literacy development into the instruction of content areas (e.g., math, science, and social studies). SIOP incorporates an array of teaching strategies to make content more comprehensible to ELLs while promoting their English language development (e.g., grouping students by ELP level; adapting materials and texts to assist ELLs; and using visual displays, cooperative learning, and/or native language support).

20. "SPED" refers to Special Education, "SWD" refers to a student with a disability under Section 504 or a student who is eligible for special education under the IDEA, and "ELL

SWD” refers to an ELL student who also is a SWD and is therefore entitled to receive both SPED *and* ELL services.

## PURPOSE

21. The District, by and through its Superintendent<sup>1</sup> and undersigned counsel, agrees to the terms of this Agreement and agrees to comply with its provisions to remedy the issues identified by the Civil Rights Division of the United States Department of Justice and the United States Attorney’s Office for the Eastern District of Michigan (United States) regarding the District’s compliance with its obligations under the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1701 *et seq.* (EEOA). The EEOA, *inter alia*, requires local educational agencies to take appropriate action to overcome language barriers that impede equal participation by all students in the instructional program, prohibits educational agencies from discriminating against faculty and staff on the basis of race, color, or national origin, and prohibits retaliation against individuals who oppose unlawful violations of the statute.

22. By letter dated September 25, 2011, the United States received a complaint alleging that the District was violating the EEOA with respect to the operation of its ELL program, its hiring and employment practices, and retaliation against employees who complained about the above-referenced policies and practices. On December 7, 2011, the United States requested data from the District, and between May 31 and June 1, 2012, conducted a site visit of the District.

23. On July 22, 2013, following the investigation, the United States notified the District that various aspects of its operations violate the EEOA. Specifically, the United States found that the District did not: (a) provide language acquisition services or provided insufficient services to a significant number of ELL students; (b) staff its ELL program with a sufficient number of ESL teachers who are certified or teachers who are adequately trained to provide SI; (c) have adequate materials for its ELL students; (d) provide sufficient translation and interpreter services; (e) or adequately monitor implementation of its ELL program to ensure that students overcome language barriers in a reasonable period of time. Consistent with findings issued by the Equal Employment Opportunity Commission (EEOC), the United States also raised concerns regarding the District’s employment practices and the allegations of retaliation.

24. The District acknowledges that this Agreement and the District’s obligations under the EEOA extend to all of its programs, including all academic and support services provided at: (a) each school facility operated by the District; (b) all AEPs; and (c) any other program affiliated with the District so long as the District receives any Title III or full-time equivalency funding for a student enrolled in that program.

25. 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 admits no liability to violations of the EEOA by entering into this Agreement.

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<sup>1</sup> The Superintendent, by signing this document, gives assurances that she has the authority to bind the District, including successor administrators and members of the Crestwood School District Board of Education, for the Agreement’s duration.

26. In consideration for the District's entering into this Agreement, the United States agrees not to initiate judicial proceedings to enforce the requirements of the EEOA regarding the specific issues addressed in the Agreement. The Agreement does not foreclose the United States from seeking court intervention to enforce the terms of this Agreement and/or address any other issues relating to the District's compliance with its EEOA obligations. Nor does it foreclose the United States from pursuing remedies related to other laws enforced by other Federal agencies or other offices within the Department of Justice.

27. This Agreement shall become effective on the date of its entry and shall remain in effect for four (4) years. The earlier of August 12, 2014, or the date on which counsel for the United States signs the Agreement shall be considered to be the entry date of the Agreement.

### **GENERAL REQUIREMENTS**

28. As required by the EEOA, the District shall take appropriate action to overcome language barriers that impede equal and meaningful participation by ELLs in its instructional programs. *See* 20 U.S.C. § 1703(f).

29. The District shall implement an ELL Program consisting of: (a) Push-In and Pull-Out ESL instruction leveled by proficiency and delivered by an ESL teacher; and (b) SI in all Core Content classes, and other content areas to the extent practicable. The District shall ensure that teachers responsible for delivering SI complete an initial twenty-four (24) hours of SIOP training by no later than October 1, 2016, with teachers receiving at least twelve (12) hours of instruction during the 2014-15 school year, six (6) hours before January 1, 2016 school year, and six (6) hours before October 1, 2016 (*see infra* at ¶¶ 39, 52, and 55). This training shall be followed by a minimum of six (6) hours annually thereafter of supplemental training, which will include workshops and interactive modeling. All SIOP training shall be taught by a qualified instructor from an institution accredited by the State of Michigan. Each school also shall provide native language support to select ELL students by assigning bilingual paraprofessionals to certain content and ESL classes according to students' instructional needs. As set forth below, the District shall monitor and report its progress in implementing its ELL Program to the United States for four (4) years, until July 1, 2018.

### **SPECIFIC REQUIREMENTS**

#### **Home Language Surveys & Opt-Out Requirements**

30. District registration and intake staff shall ensure that all parents complete a Home Language Survey (HLS) when they register their child in the District to identify potential ELLs. The District shall use a valid and reliable assessment to determine an enrolling student's ELP level in each of the four language domains of speaking, listening, reading, and writing if: (a) the parent's responses on the HLS indicate that the student is routinely exposed to or uses a language other than English; and/or (b) there is any other reason to believe the student is not proficient in English.

31. The District also shall use the HLS to determine whether the parents of newly

enrolled students wish to receive written or oral communications from the school or the District in a language other than English and shall record any affirmative responses in its student information system as set forth in paragraph 69 below. The District shall translate the HLS into all Major Languages. The District shall submit a copy of its HLS to the United States for review by no later than September 1, 2014. For all other languages, the District shall ensure that LEP parents receive interpreter assistance to ensure that they understand this inquiry and that their response is accurately recorded.

32. The District shall provide ESL instruction to all students who do not receive proficient ELP scores for each of the four language domains of speaking, listening, reading, and writing based on a valid and reliable ELP assessment,<sup>2</sup> unless the student's parent makes an informed decision, in writing, to formally Opt Out of such ELL services.

33. The District shall not discontinue push-in or pull-out ESL instruction for any ELL unless the student's parent submits a completed and signed copy of the District's Opt-Out Form and the ELL Designee offers to meet in person with the parents to discuss the student's ELP assessment scores and describe the benefits of the ELL Program. The District shall ensure that its Opt-Out Form: (a) notifies the parents that their child is eligible for ELL services because the child's ELP scores indicate s/he has limited English proficiency in one or more of the four language domains; (b) explains the benefits the student will receive by enrolling in ESL classes; (c) describes the various methods the District employs to provide ELL services; and (d) asks the parents to state their reason(s) for refusing ESL services. If the parents agree to meet with the ELL Designee, s/he also shall document on the Opt-Out Form the date, time, and duration of the in-person meeting, along with a brief description of the topics discussed at the meeting, if the parents agree to meet. If the parents do not agree to meet, the ELL Designee shall ask the parents why they are declining to do so, and document on the Opt-Out Form the date the parents declined to meet and the reason given for the parents' decision.

34. If, after submitting a signed Opt-Out Form and meeting with the ELL Designee, an ELL's parent declines ESL services for his/her child, the District shall nevertheless:

- a. Provide the Opt-Out ELL with Core Content instruction from teachers who, in addition to having the appropriate elementary grade level or secondary subject matter certifications, also are, in order of priority based on scheduling availability: (i) ESL endorsed; (ii) an SI Coach; or (iii) who have received the SIOP training described in

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<sup>2</sup> Pursuant to protocols adopted by the MDE, the District currently assesses potential ELLs using the World Class Instructional Design and Assessment Assessing Comprehension and Communication in English State-to-State (WIDA ACCESS), the WIDA ACCESS Placement Test (W-APT) and, where appropriate for special education students, the WIDA Alternate ACCESS. The District also has adopted the MDE entrance protocols, *see* [http://www.michigan.gov/documents/mde/Entrance\\_and\\_Exit\\_Protocol\\_10.30.12\\_402532\\_7.pdf?20131114121501](http://www.michigan.gov/documents/mde/Entrance_and_Exit_Protocol_10.30.12_402532_7.pdf?20131114121501); thus, for example, students in grades 1-12 who do not: (a) receive a WIDA ACCESS score of 5.0 on each of the four language domains of speaking, listening, reading, and writing; (b) receive a WIDA ACCESS adjusted overall composite score of 5.0; and (c) demonstrate grade level proficiency in reading and math on Michigan's standardized assessments (MEAP or MME) are deemed to be ELLs and receive one of the following five ELP level designations: PL-1: Entering; PL-2: Emerging; PL-3: Developing; PL-4: Expanding; or PL-5: Bridging. The United States does not presently take any position concerning the validity and reliability of this policy, but so long as the District complies with MDE entrance protocols, any concerns the United States might have regarding the validity and reliability of these assessments will be raised with the State, not the District.

paragraphs 52 and 55 below;

b. Ensure that the ELL Designee: (i) routinely monitors the Opt-Out ELL's academic progress; (ii) meets at least twice a year -- at the beginning of each term -- with the ELL's Core Content teachers to review his/her academic performance; (iii) routinely reviews all of the ELL's ELP assessments and standardized (MEAP or MME) test scores; and

c. If the student is not making adequate academic progress, ensure the ELL Designee offers to meet in person with the parent(s) at the conclusion of each term to discuss the student's academic performance, ELP assessments, and standardized test scores.

### ESL Services

35. As soon as practicable but by no later than September 1, 2014, the District shall provide all ELLs, regardless of their ELP levels, ESL instruction by a highly qualified ESL teacher, unless the ELL's parent makes an informed decision, in writing, to Opt Out of such ELL services. The minimum daily duration of ESL instruction, or its weekly equivalent, shall be determined by the ELL's grade level, ELP level, and individual student needs, but shall be at least as follows:

Grades K-4, ELP level 1: Entering:	Two hours/periods per day
Grades K-4, ELP level 2: Emerging:	One hour /period per day
Grades K-4, ELP level 3: Developing:	One hour/period per day
Grades K-4, ELP level 4: Expanding:	Thirty minutes per day
Grades K-4, ELP level 5: Bridging:	Thirty minutes per day
Grades 5-8, ELP level 1: Entering:	Two hours/periods per day
Grades 5-8, ELP level 2: Emerging:	One hour /period per day
Grades 5-8, ELP level 3: Developing:	One hour/period per day
Grades 5-8, ELP level 4: Expanding:	Thirty minutes per day
Grades 5-8, ELP level 5: Bridging:	Thirty minutes per day
Grades 9-12, ELP level 1: Entering:	Two hours/periods per day
Grades 9-12, ELP level 2: Emerging:	Two hours/periods per day
Grades 9-12, ELP level 3: Developing:	One hour/period per day
Grades 9-12, ELP level 4: Expanding:	Thirty minutes per day
Grades 9-12, ELP level 5: Bridging:	Thirty minutes per day

The District shall ensure that all ELLs are integrated with non-ELLs for recess, art, music, gym, lunch, library, and are not unnecessarily segregated from non-ELLs in other classes based on their ELP levels, class schedules, time and progress in the ELL Program, or the nature of their ESL services. The District also shall ensure that ELLs are integrated with non-ELLs in school-wide functions, co-curricular activities, and extracurricular activities.

36. ESL instruction may be provided in: (a) a self-contained class of ELLs; (b) a Pull-Out setting; or (c) a Push-In setting during the student's ELA class or an equivalent period for elementary students. Additional native language push-in support provided by a paraprofessional may be provided in any class where the need arises.

37. The District shall assign ELLs for ESL instruction by ELP level either within a single grade using a horizontal grouping model that groups comparable, consecutive ELP levels together (e.g., Grade 3 PL-1 with Grade 3 PL-2) or vertically across grades (e.g., Grade 3 PL-2 with Grade 4 PL-2), except that vertical grouping shall be limited to two consecutive grades at the elementary level.

### **SI Services**

38. As soon as practicable but by no later than September 1, 2016, the District shall assign all ELLs to Core Content classes that shall enroll both ELLs and non-ELLs and be taught by teachers trained to provide SI in accordance with paragraphs 52 and 55 below. The District also shall ensure teachers use adequate sheltered content instructional techniques to make lessons understandable. Beginning with the 2014-15 school year, the District shall ensure that each school uses strategic scheduling to maximize its utilization of existing staff who have ESL endorsements or SIOP training by assigning ELLs, particularly ELLs who have low ELP levels, to Core Content classes taught by teachers who have ESL endorsements or have completed the SIOP training as required by paragraph 52 below prior to assigning such ELLs to Core Content classes taught by teachers who do not have an ESL certification or have not yet completed the SIOP training.

39. The District shall train and monitor its teachers to ensure that in SI Core Content classes: (a) speech is appropriate for the ELLs' ELP level(s); (b) supplemental materials support the content objectives and contextualize learning; (c) the instructors teach vocabulary that is relevant to the subject matter; (d) adapted content, including texts, assignments, assessments, and presentation of content in all modalities, is within the ELL's ELP level; (e) ELLs are afforded regular opportunities to practice and apply new language and content knowledge in English; and (f) academic tasks are clearly explained to ELLs.

### **Supplemental Assistance**

40. While the District may supplement ESL and SI with additional assistance, such as native language support provided by bilingual paraprofessionals, academic monitoring, remedial literacy programming, peer tutoring, and compensatory services, these services shall not substitute for ESL and SI services.

### **Scheduling of Services**

41. By October 1, 2014, the District shall ensure that all employees at each school who are involved in assigning/scheduling ELLs to classes, including appropriate administrators and guidance staff:

- a. Use ELP levels, assessment scores, and teacher recommendations to determine



proper classroom assignments for ELLs;

b. Use the list(s) of faculty with SIOP training and/or ESL endorsements and the master class schedules to ensure ELLs are assigned to appropriately endorsed and adequately trained teachers and that assignments are completed strategically pursuant to paragraph 38 above while teachers are completing their SIOP training; and

c. Confer with the ELL Designee regarding classroom assignments to ensure ELLs are properly assigned and ELL staff time is effectively utilized.

The District also shall train these employees regarding the ELL services offered at each school and obligations set forth in paragraphs 28-39 of this Agreement. The District shall train all new employees who are involved in assigning/scheduling ELLs but are hired after the effective date of this Agreement, regarding the obligations of this paragraph within the first month of employment with the District.

42. Each term, the ELL Director or his/her designee shall provide school principals with an accurate, up-to-date report indicating the ELL-related trainings completed by teachers at that school, including information related to ESL endorsements and SIOP training, workshops, and coaching sessions (*see infra* at ¶¶ 52, 55). The school principals shall provide this information to all employees at each school who are involved in assigning/scheduling ELLs to classes.

43. By October 1, 2014, and annually thereafter by no later than March 1, the District shall provide guidance to each principal and ELL Designee, including all AEPs, to ensure that student and teacher schedules comply with the obligations set forth in paragraphs 28-39 above, and that such schedules maximize the time available for the ELL instruction required by this Agreement within the confines of the school's scheduling system.

44. If the District learns that an ELL student, other than those who Opt Out, including any ELL student assigned to an AEP, is not receiving ESL and SI services consistent with the ELL Program and this Agreement, the District shall take reasonable steps to ensure that the student receives appropriate ELL services within thirty (30) days.

45. The District shall take reasonable due diligence steps to ensure that the officials or agents who are responsible for any program not directly operated by the District but to which the District transfers a student, such as cyber school operated by other WCRESA school districts, receive notice of their obligation to provide appropriate services to ELL students (*e.g.*, including appropriate language in memorandums of agreement, conditioning transfer approvals on the availability of services, etc.), except the District shall not be held liable for any other educational agency's independent violation of Federal law.

46. Unless it received advance authorization in writing from the MDE Title III Coordinator, the District shall not change or reclassify the grade level to which an ELL would otherwise matriculate based on his/her academic grades and performance or prevent any ELL from taking any standardized assessments s/he would be expected to take based on his/her grade level (*e.g.*, 11th grade Michigan Merit Exam (MME)). The District shall ensure that any ELL taking a standardized assessment or exam receives any accommodations that are permitted and appropriate based on the ELL's ELP and grade, such as those accommodations approved by the

State for ELLs who take the MME.

## **INSTRUCTIONAL STAFF**

### **Hiring and Assignment of ELL Staff**

47. As soon as practicable but by no later than September 1, 2014, the District shall employ a sufficient number of ESL teachers at each of its schools to provide the ESL instruction required by paragraph 35 above, and shall thereafter make all necessary staffing adjustments based on changes to the numbers or ELP levels of ELLs enrolled at the school (e.g., faculty transfers, new teacher hiring).<sup>3</sup>

48. Until such time as it retains a sufficient number of qualified employees to serve its ELL population, the District shall actively recruit teachers with ESL endorsements and/or SIOP training, as well as staff with proficiency in the Major Languages, for relevant teaching and administrative positions, including school-level office personnel. Toward that end; (a) the District's notices regarding employment vacancies shall express a preference for candidates with ESL endorsements, SIOP training or experience, and fluency in the Major Languages; and (b) the District's applications for employment will inquire about applicants' ELL-related training/experience and language proficiency. The District also shall verify that prospective employees have the requisite training/experience and language fluency before hiring them for relevant positions. The District shall submit a copy of its employment application for teachers to the United States for review by no later than September 1, 2014.

49. The District shall require all teachers hired after the effective date of this Agreement to obtain a valid ESL endorsement from the MDE within three years of becoming a District employee.<sup>4</sup> The District shall notify all applicants for teaching vacancies of this requirement prior to offering them employment with the District.

50. If any current ESL teacher fails to maintain his/her ESL endorsement or any teacher hired after the effective date of this Agreement, earns but fails to maintain his/her ESL endorsement, the District take all appropriate action with respect to the teacher permitted under State law and any applicable collective bargaining agreement up to and including administrative reassignments and termination.

51. The District shall require that all AEPs to which District students are assigned employ a sufficient number of teachers who have ESL endorsements and/or SIOP training to provide adequate ELL services to all ELLs who participate in the program.

### **Training and Evaluation of Teachers/Staff**

<sup>3</sup> In the context of its ELL Program, the District currently uses a district-wide 65:1 student-to-teacher ratio; so, for every 65 ELLs per school the District employs 1 ESL teacher and 1 paraprofessional. The United States does not presently take any position concerning the sufficiency of this policy, but will monitor student and teacher schedules to confirm that the District complies with the requirements set forth in paragraphs 28-39 above.

<sup>4</sup> To the extent the District implemented such a policy prior to the effective date of this Agreement, the District agrees to enforce the policy consistent with the terms of the Agreement.

52. The District shall require all teachers to complete a minimum of twenty-four (24) hours of mandatory initial SIOP training as soon as practicable but by no later than October 1, 2016, with teachers receiving at least twelve (12) hours of instruction during the 2014-15 school year, six (6) hours before January 1, 2016, and six (6) hours before October 1, 2016. This initial SIOP training shall be taught by a qualified instructor from an institution accredited by the State of Michigan. The initial SIOP training shall identify the skills and best practices used to effectively implement SI in general education classes, with an emphasis on improving ELLs' academic literacy, using academic vocabulary that is aligned with the core content curriculum, reading development and comprehension, and writing strategies. The training also shall instruct teachers on how to: (a) utilize speech in the classroom that is appropriate for the ELLs' ELP level(s); (b) use supplemental materials, such as the ELL component to core textbooks or teachers' textbook edition with strategies for ELLs, to support the content objectives and contextualize learning; (c) adapt content, including texts, assignments, assessments, and presentation of content in all modalities, to ensure it is appropriate to the ELL's ELP level; (d) afford ELLs regular opportunities to practice and apply new language and content knowledge in English; and (e) clearly explain academic tasks to ELLs. The District shall require all teachers hired after the effective date of this Agreement, to complete the SIOP training referenced above within one (1) year of being employed by the District, except that the number of hours of SIOP training previously taught by a qualified instructor from an institution accredited by the State of Michigan shall count toward the completion of this requirement, so long as the training addresses the topics listed above and participation in the training can be objectively verified.

53. The District shall ensure that all employees who evaluate Core Content teachers, including all school principals, are adequately trained regarding effective SIOP techniques so they may perform a meaningful evaluation of such instruction. The District also shall designate at least one teacher at each of its elementary schools and three teachers at each of its secondary schools to be "SI Coaches." The SI Coaches, a Core Content teacher who has completed all of the mandatory initial SIOP training required by paragraph 52 above, will serve as school-level SIOP resources, and provide mentoring to teachers to improve their SI instruction. As soon as practicable but by no later than June 1, 2016, the District shall require the SI Coaches and all employees who evaluate Core Content teachers to complete a minimum of thirty (30) hours of mandatory SIOP training delivered at no cost to the teachers/administrators by a qualified instructor from an institution accredited by the State of Michigan. This training shall include the instructional topics listed in paragraph 52 above, as well as additional instruction on effective classroom observation protocols and practical instructional applications of SIOP. The District also shall require all employees who are responsible for evaluating Core Content teachers but are hired after the effective date of this Agreement, to complete the training referenced above within one and one half (1.5) years of being employed by the District, except that the number of hours of SIOP training previously taught by a qualified instructor from an institution accredited by the State of Michigan shall count toward the completion of this requirement, so long as the training addresses the topics listed above and participation in the training can be objectively verified.

54. To ensure that teachers are properly employing their SIOP training in the classrooms, an SI Coach at each school shall observe on an annual basis all Core Content teachers for at least one hour/period and provide each teacher with one-on-one post-observation feedback concerning their use of SIOP in the classroom. The SI Coaches' observations and feedback required by this

paragraph shall not count toward the six (6) hours of supplemental training required by paragraph 29 above; they are intended as peer mentoring. The SI Coaches' observations will not be incorporated into the teachers' annual performance evaluations. In addition, the principal at each school also shall observe on an annual basis all Core Content teachers for at least one hour/period and provide each teacher with one-on-one post-observation feedback concerning their use of SIOP in the classroom. The principals' observations shall be incorporated into the teachers' annual performance evaluations pursuant to paragraph 56 below.

55. Beginning September 1, 2014, and following the classroom observations referenced in paragraph 54 above, the District shall require all teachers who have completed the initial SIOP training required by paragraph 52 above to complete on an annual basis a minimum of six (6) hours of mandatory supplemental SIOP training delivered by a qualified instructor through a combination of additional workshops, coaching sessions, and/or model classroom visits. The supplemental training will expand on the information taught during the initial SIOP training (*see* ¶ 52) and offer SI teachers new skills that can be used to instruct ELL students in their classes.

56. The District shall require all teachers to be rated on their effective use of the SIOP and the factors listed in paragraph 39 above within the framework of the existing performance evaluation form currently used by the District, and shall record on each teacher's annual evaluation form their performance utilizing the criteria found in the SIOP checklist.<sup>5</sup> The District shall submit a copy of its annual evaluation form to the United States for review by no later than September 1, 2014.

57. As soon as practicable but by no later than October 1, 2015, the District shall ensure that all employees who evaluate ESL teachers are adequately trained regarding effective ESL instruction so they may perform a meaningful evaluation of such instruction. The District shall require employees who evaluate ESL teachers to complete a minimum of six (6) hours of training on effective ESL instructional skills delivered at no cost to the teachers/administrators by a qualified instructor from an institution accredited by the State of Michigan. The District also shall require all employees who are responsible for evaluating ESL teachers but are hired after the effective date of this Agreement, to complete the training referenced above.

58. By October 15, 2014, and annually thereafter by no later than September 15, the District shall provide training to all school level administrators on the following topics:

- a. The requirements of this Agreement;
- b. The District's ELL Programs, ESL K-12 Curriculum, and the ELL Handbook;
- c. How to schedule students and staff to maximize ESL and SIOP instructional time, including the appropriateness of mid-year reassignment of ELLs;
- d. Strategies to ensure teachers use effective SIOP training in their classrooms; and
- e. How to communicate with parents of ELLs about the benefits and availability of the ELL Program.

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<sup>5</sup> The District currently uses the Charlotte Danielson Framework for Teaching Evaluation Instrument, and intends to rate teachers' use of SIOP in the third domain of instruction.

59. If any employee fails to complete any training requirements as set forth in this Agreement, the District shall take all appropriate action with respect to the employee permitted under State law and any applicable collective bargaining agreement up to and including administrative reassignments and termination.

### **RESOURCE ALLOCATION**

60. By November 1, 2014, the District shall provide the United States with the following:

- a. A proposed ELL Handbook, which states the District's policies concerning the identification, instruction, monitoring, and exiting of ELLs and is suitable for distribution to parents;
- b. A proposed K-12 ESL Curriculum, which clearly indicates, based on students' grades and ELP levels, the: (a) sequencing of ESL instruction and expected academic benchmarks; (b) ESL instructional materials and books to be used; and (c) assessments to be used to identify ELLs and exited ELLs, measure their ELP levels, and monitor their progress. The proposed ESL Curriculum shall be aligned to minimize the risk of instruction being duplicated across grades and ELP levels;
- c. A proposed plan for training the ESL teachers and school administrators on the new ELL Handbook and K-12 ESL Curriculum.

61. By December 1, 2014, the United States will provide the District with feedback regarding any concerns the United States might have about the proposed documents/plans. Within thirty (30) days of receiving any feedback from the United States, the District shall offer a response. If the United States does not raise any concerns regarding the proposed documents/plans and/or the parties are able to reach an agreement as to the content of these items, the District shall publish the ELL Handbook and K-12 ESL Curriculum, and implement its training plan before the start of the 2015-16 school year. If the parties cannot agree on the content of the proposed documents/plan before the end of the 2014-15 school year, the United States reserves the right to seek modification thereof through litigation under the EEOA.

62. Whenever available from the publishers/manufacturers, the District shall provide appropriate instructional and library materials for the adequate instruction of ELLs, including ELLs who attend any AEPs. When purchasing instructional materials, the District also shall consider whether the materials are suitable for ELL students. The District shall make all materials intended for use in ESL classes and all supplemental and other content-based materials designed for ELLs in Core Content classes readily available to teachers and students. The District also shall ensure that such materials are incorporated into the instruction of all ELLs based on their ELP levels and grade levels.

63. To comply with the obligations set forth in paragraph 62 above, the District shall conduct a comprehensive inventory and review of the instructional materials used at each of its schools and AEP, and the District's policies and practices related to the purchasing of books and other instructional materials. The District also shall review the existing inventory of the library resources at each school and the schools' policies and practices related to the purchasing and

distribution of library materials to ensure that each school has age-appropriate resources for students of different ELP levels, and that such resources, including books that are not stored in the library, are readily accessible to ELL students and that students are provided appropriate information about the availability of such materials. The District shall complete both of the reviews referenced above by no later than October 15, 2014, and the District shall prepare and submit to the United States a written report concerning the reviews by no later than November 1, 2014.

### SPECIAL EDUCATION

64. The District shall provide both SPED *and* ELL services (*see, e.g., ¶¶ 28-39*) to each ELL SWD in a manner appropriate to the student's individual needs, using classroom structures and strategies designed to provide the student a free and appropriate education in the least restrictive environment. The District shall ensure that every ELL SWD receives instruction from appropriately qualified personnel in a manner that addresses his/her identified needs.

65. To ensure that any Opt-Out decision by the parent of an ELL SWD is an informed decision, the District shall provide the parent of any ELL SWD written notice that clearly explains the child is entitled to receive both SPED *and* ELL services and require that the person responsible for providing the SPED services at the ELL's school participates in the in-person meeting referred to in paragraph 33 above.

66. The District shall require that all RTI/IC Teams include an ESL teacher whenever they discuss an ELL student. The District also shall require that an ESL teacher be consulted in the course of the District's assessment of whether an ELL student is entitled to SPED services pursuant to the IDEA or Section 504 to ensure that the District is not identifying the ELL student as needing SPED services on the basis of his/her language barriers. The District also shall require the RTI/IC Teams to collect and review data concerning the ELL's ELP assessment results and English language development before implementing an intervention plan.

67. The District shall conduct SPED assessments in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to do so. The District also shall require the RTI/IC Teams to document for each ELL SWD, with specificity: (a) the language used to conduct any SPED assessment(s); (b) any modifications to standard language proficiency assessment procedures; and (c) the rationale for the modifications.

68. The District shall require that all IEP Teams include an ESL teacher whenever they are discussing the IEP of an ELL SWD. The District also shall require the IEP Team of each ELL SWD to document, with specificity, on at least an annual basis:

- a. The student's current ELP assessment results, if applicable;
- b. The IEP Team's consideration of the student's language needs and the extent to which they are affected, in any or all domains, by the student's disability;
- c. The instructional model to be employed to provide ELL services and a list of all

ELL instructors, identified by job title, who shall provide the services; and

d. Any decision regarding the impact of disability upon the delivery of ELL services, and the basis for that decision.

### **TRANSLATION AND INTERPRETER SERVICES**

69. Beginning September 1, 2014, whenever a new student registers for enrollment at a District school, the District shall ask the student's parent in writing via the HLS described in paragraphs 30-31 above, in both English and other Major Languages, whether s/he requires written translations or oral interpretation of district-level and school-level communications, and if so, to specify the language(s) needed. For parents who speak other languages, the District shall ask this question at least orally in a language the parents understand. The District also shall enter the language(s) needed in its student information system so it is readily accessible to the District's personnel.

70. By October 1, 2014, and annually thereafter, the District shall obtain and record information regarding the language needs of the students' parents in a manner consistent with the obligations set forth in paragraph 69 above when any new students register in the District. For the parents of all current students, the District shall attempt to collect such information by conducting a comprehensive, but cost-effective survey of parents (*e.g.* send forms home with students, collect information at parent-teacher conferences, etc). The District also shall require school personnel to consult the student information system before scheduling meetings with students' parents.

71. Using the information obtained as set forth in paragraph 69-70 above, the District shall hire or contract a sufficient number of interpreters and translators so that:

- a. All letters and notices disseminated at the district level and any documents containing essential information<sup>6</sup> disseminated at the school or classroom level are translated into each of the Major Languages;
- b. For students' parents who speak other languages, the District shall either translate district-level or school-level notices or provide an oral interpretation of the notices within a reasonable time upon request by the parent; and
- c. Oral interpretation is provided for all conferences between the District's personnel

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<sup>6</sup> "Essential information" includes, but is not limited to: (a) information about special education matters arising under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act (*e.g.*, IEP or 504 meetings); (b) report cards and other academic progress reports; (c) information about the disciplinary process; (d) requests for parent permission for student participation in District/school sponsored programs and activities; (e) promotional materials and announcements distributed to students that contain information about school and District activities for which notice is needed to participate in such activities (*e.g.*, testing, co-curriculars, activities requiring an application, parent-teacher conferences, open houses); (f) parent handbooks; (g) documents concerning enrollment or registration; (h) documents concerning academic options and planning; (i) 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 ELL services; (j) information related to public health and safety; and (k) any other written information describing the rights and responsibilities of parents or students and the benefits and services available to parents and students.

and a non-English speaking parent, so long as the parent's request for an interpreter provides the District with reasonable notice.

72. The District shall ensure that all communications disseminated at the district or school level by telephone or other electronic media are translated into the Major Languages, absent exigent circumstances, and that parents are notified that such translation is available and readily accessible.

73. The District shall make available to all employees a list of and electronic access to all of the translated district-level and school-level general use documents. The District shall update the list of documents throughout the year by adding recently created letters and notices that may be of use to its personnel.

74. By October 1, 2014, the District shall develop a list or database of the names and contact information for all District employees and contractors, delineated by school, who are qualified and available to provide translation or interpreter services in the Major Languages, as well as other languages. The District shall update this list at least once a year with current information by no later than October 1. The District also shall direct principals to: (a) have the list readily accessible in paper or electronic format at the central office of each school; and (b) instruct school personnel on how to locate and use the list when interpreter or translation services are needed.

75. Except in the event of an emergency, the District and its employees shall not rely upon a student to provide translation or interpreter services for another student or parent.

76. Except in the event of an emergency, the District and its employees shall not use instructional staff, including ESL teachers and bilingual paraprofessionals, to provide interpreter or translation services during periods when the employees are assigned to classrooms for instructional purposes. The District shall ensure that instructional staff who are asked to provide translation or interpreter services receive sufficient non-instructional time to perform such duties (e.g., before or after regular school hours) and that such duties do not interfere with or hinder the staffs' instructional duties, which include all administrative obligations that relate to the teaching and monitoring of ELLs and exited ELLs (e.g., administering assessments, monitoring the academic progress of exited ELLs, meeting with Core Content teachers of ELLs).

77. Prior to conducting any meetings with any parent that are scheduled in advance, including, but not limited to, all IEP meetings, parent-teacher conferences, and/or student conduct or disciplinary meetings, the District shall notify the parent in advance of the meetings that an interpreter can be made available, at no cost to the parent, and the District shall provide this service upon request with reasonable notice. The District also shall notify parents that, upon request with reasonable notice, the District will provide a written translation into the parents' native language of any documents that relate to any meeting, such as ELL SWDs' IEPs, as well as any related forms and materials, and that the District will provide the translations at no cost to the parents. The request for translation may be made before, at, or after the meeting and the District shall provide the translated documents within a reasonable time, but no more than



fourteen (14) school days after the parent's request is received.

78. For all SPED-related translating and interpreting of Major Languages, the District shall provide a translator or interpreter who is qualified in the relevant language and also trained in the specialized vocabulary needed to provide SPED-related translating and interpreting, and for all other languages, the District shall attempt to provide such provide a translation or interpreter services.

#### **MONITORING ELLS AND EXITED ELLS AND EVALUATING ELL PROGRAM**

79. The District shall ensure that the ELL Designee, with the assistance of the ESL teacher and the students' Core Content teachers, carefully monitors the academic progress of all ELLs and, for at least two years, all exited ELLs, and that the ELL Designee meets at least twice a year – at the beginning of each term – with the ESL teacher and the students' Core Content teachers to review the students' academic performance.<sup>7</sup> The District shall provide the ELL Designee sufficient, dedicated time to perform his/her monitoring duties and to confer with other employees concerning the academic progress of the ELLs and exited ELLs. The District also shall ensure that the ELL Designee, an ESL teacher, and the students' Core Content teachers meet in person at least twice a year to discuss the academic progress of each ELL and exited ELL that they teach.

80. The District also shall provide the ELL staff at each school sufficient, dedicated time to meet with ELL staff and teachers at other schools to confer about the progress of ELLs and exited ELLs who are transferring or matriculating between schools.

81. The District shall use valid and reliable criteria to monitor the academic progress of the ELLs and exited ELLs and determine whether additional or modified language acquisition services are warranted.

82. The District shall ensure that the ELL Designee notifies all teachers whenever an ELL, an Opt-Out ELL, or an exited ELL is assigned to their class and that the teachers have for each of these students an accurate up-to-date list of the student's ELP levels and all language acquisition services the student requires, including any unique services the student should receive from the bilingual paraprofessionals.

83. For each ELL, Opt-Out ELL, and exited ELL, the District shall accurately record the student's progress from year to year and maintain as part of the student's educational record the following documents: (a) an ESL assessment form; (b) the student's ELP level and term progress

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<sup>7</sup> The District has adopted the MDE exit protocols, see [http://www.michigan.gov/documents/mde/Entrance\\_and\\_Exit\\_Protocol\\_10.30.12\\_402532\\_7.pdf?20131114121501](http://www.michigan.gov/documents/mde/Entrance_and_Exit_Protocol_10.30.12_402532_7.pdf?20131114121501); thus, for example, students in grades 1-12 who: (a) receive a WIDA ACCESS score of 5.0 or above on each of the four language domains of speaking, listening, reading, and writing; (b) receive a WIDA ACCESS adjusted overall composited scores of 5.0 or above; and (c) demonstrate grade level proficiency in reading and math on Michigan's standardized assessments (MEAP or MME) may be exited from the ELL program. The United States does not presently take any position concerning the validity and reliability of this policy, but so long as the District complies with MDE exit protocols, any concerns the United States might have regarding the validity and reliability of these assessments will be raised with the State, not the District.

in the four language domains; (c) the student's scores on any proficiency assessments (e.g., the WIDA ACCESS or benchmark assessment scores); (d) the student's last report card; (e) exiting records, if applicable; and (f) documentation that the meetings required by paragraphs 34.b and 79 above have occurred.

84. The District shall adopt and implement a uniform system for documenting the ELL services provided to students beyond the students' class schedules. This system shall indicate for each ELL the: (a) type of service (e.g., Pull-Out ESL, SI Science etc.); (b) the number of minutes or class periods for each service each week (e.g., Pull-Out ESL for 45 mins. per day, five days per week); (c) the teacher(s) who provides the service; and (d) other services (e.g., native language paraprofessional support in math).

85. The District shall adopt and implement a process for evaluating the overall effectiveness of its ELL Program, such as a school-based ELL audit that assesses the quality and efficiency of the program based on student performance, teacher evaluations, resource allocation, and staff/student scheduling. The District shall submit a report describing its process to the United States for review by no later than November 1, 2014.

86. The District shall compile and maintain up-to-date computerized records of teachers' ELL-related endorsements and training delineated by: (a) school; (b) ESL endorsement, including whether it is current or expired; (c) dates of SIOP trainings; and, to be incorporated as they occur, (d) the dates of observations and coaching sessions, as well as all evaluations used to assess the performance of ESL teachers and how content teachers utilize SIOP in their classes.

87. For the duration of this Agreement, the District shall disaggregate and monitor data by current ELLs, exited ELLs, and students who were never ELLs and evaluate the data from separate cohorts of each of these three groups, delimited by school and grade levels (e.g., K-4, 5-8, and 9-12), longitudinally to determine whether the District's ELL Program is overcoming ELLs' language barriers within a reasonable period of time and enabling their meaningful participation in all aspects of the District's educational program, including but not limited to data concerning the three groups': (a) performances on standardized tests, including the WIDA ACCESS, the MEAP, and the MME; (b) exit rates; (c) enrollments in SPED and enrichment programs (e.g., gifted classes); (d) retention-in-grade rates; and (e) graduation rates.

#### **PARENTAL & COMMUNITY OUTREACH AND ENGAGEMENT**

88. The District shall request the assistance of the Department of Justice Community Relations Service Midwest Regional Office (CRS) to provide technical assistance on parental and community engagement to enhance its relationship with its diverse school community, particularly parents of ELL students and LEP parents.

89. By October 1, 2015, the District shall, with CRS' assistance, provide relevant personnel with training on cultural competency and parental engagement and community outreach in a format to be determined after consultation with CRS. Specifically, the District shall ensure that all central-level and school-level administrators receive a minimum of twelve (12) hours of training, with six (6) hours being completed by no later than December 31, 2014

and six (6) additional hours being completed before October 1, 2015. The District also shall ensure that all teachers and staff who interact regularly with students receive a minimum of ten (10) hours of training, with six (6) hours being completed by no later than December 31, 2014, and four (4) additional hours being completed before October 1, 2015.

90. After completing the first six (6) hours of training required by paragraph 89 above, the District shall design and implement a comprehensive plan for enhancing its parental engagement and community outreach efforts (Engagement Plan). The Engagement Plan shall include best practice techniques, which the District will implement to ensure its engagement/outreach efforts are sustainable. The District also shall conduct a one-time review of district-wide and school-level staffing needs to determine whether any parent liaison positions should be created or staffed to support and/or coordinate its engagement/outreach efforts, and if appropriate, incorporate any such position into the Engagement Plan. The District shall submit a copy of its Engagement Plan to the United States for review by no later than January 15, 2015.

91. The District shall, with CRS' assistance, establish a Community Advisory Panel (CAP) by no later than February 1, 2015, to foster and facilitate effective communication between District employees, parents of ELL students, and community stakeholders. The CAP will be composed of twelve members: (a) two parents of elementary ELL students; (b) one parent of a middle school ELL student; (c) one parent of a high school ELL student; (d) three representatives of community organizations; (e) one District ESL teacher; (f) one District guidance counselor; and (g) three additional District employees (faculty, staff, and/or administrators). The chair of the panel shall rotate annually between a parent, a community organization representative, and a District employee.

92. The CAP shall be responsible for examining ways the District can effectively deliver services to ELL students and improve dialogue between the District, parents, and community members. It also shall function as a sounding board for the community and an advisory panel for the District. Specifically, the CAP should periodically review and, where appropriate, make recommendations regarding: (a) the effectiveness of the District's ELL Program; (b) the methods the District employs to deliver ELL services; (c) the District's policies and methods of disseminating information to parents of ELL students and LEP parents; (d) the academic progress of the District's ELL students as a subgroup of the District's student population; (e) the requirements set out in this Agreement; and (f) the District's efforts to foster a welcoming climate for students and parents of all backgrounds.

93. To ensure the CAP has sufficient information to enable it to fulfill its mission, the District shall share appropriate information and documents with the CAP, provided adequate safeguards are taken not to disclose confidential or personal identifiable information protected by FERPA or other applicable privacy laws. The District also shall respond timely to any requests the CAP makes for relevant information or data and shall make reasonable efforts to enable the CAP to interview teachers and staff.

94. The CAP shall meet, at a minimum, once every three months, although it may have additional meetings as needed. The CAP's quarterly meetings shall be open to the public and include time for attendees to raise questions and concerns. At least two weeks before each

quarterly meeting, the District shall broadly disseminate notices concerning the meeting using print media, including flyers translated into the Major Languages, and the websites of the District and the individual schools. The District shall ensure that the agenda for the CAP quarterly meetings, including any major District policy changes to be discussed at the meeting, are posted on the District's website at least one week in advance of the meeting. The CAP will take and maintain accurate records of all of its deliberations and activities, including both closed and open meetings. The District shall ensure that language assistance is available at all of the CAP's open meetings and, upon request with reasonable notice by any member of the CAP, closed meetings.

95. The CAP shall memorialize its recommendations to the District in a bi-annual report that shall be available on the District's website in both English and in the Major Languages, and in hard copy upon request at any of the District's school facilities. The District shall confer with the CAP before making significant modifications to its ELL Program with sufficient time for the CAP to examine and comment on the proposed changes. The District also shall review all recommendations offered by the CAP, and document: (a) its consideration of the recommendations; (b) any decisions made in response to the recommendations; and (c) the reasons for accepting, rejecting, or modifying the recommendations.

#### **NON-DISCRIMINATORY RECRUITING & HIRING POLICIES**

96. The District shall not refuse to hire or otherwise discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, or national origin.

97. By no later than November 1, 2014, the District shall retain the Great Lakes Equity Center or an alternative, mutually agreeable individual or organization ("Third-Party Consultant") to provide technical assistance and training on best practices relating to the recruitment and retention of a diverse faculty and staff. By no later than October 15, 2014, the District's Superintendent, or his/her designee, shall request a face-to-face meeting to take place at the District's office by no later than December 1, 2014, with a representative of a career development department of at least two mutually agreed upon postsecondary colleges/universities to discuss efforts the District may undertake to improve its recruitment efforts for qualified Arab-American applicants for faculty and staff vacancies, and another meeting with at least one mutually agreed upon representative of a reputable organization that represents Arab-American educators, to obtain similar information. If the career development representative declines or is unavailable to meet in person, the District's shall notify the United States in writing that it was unable to participate in the meeting and provide the United States with the name and contact information of the career development representative.

98. With assistance from the Third-Party Consultant, the District shall adopt and implement a comprehensive recruitment and hiring policy and accompanying plan ("Staffing Plan") that states the District's goal for achieving and maintaining a diverse faculty/staff and describes the uniform and objective process the District will use to recruit and hire a qualified and more diverse faculty and certified staff to meet its stated goals. The District's Staffing Plan must describe what initiatives and targeted recruitment efforts the District will employ to diversify the pool of potential applicants for employment, including: (a) how the District will

engage the local Arab-American community and parents in its recruitment efforts; and (b) what media outlets and communication mediums it will use to publicize employment vacancies. The Staffing Plan also shall require that the District notify certain postsecondary educational institutions and community organizations regarding employment vacancies (*see* Appendix A for a non-exhaustive list of options). The District also shall adopt and implement an effective and open retention and promotion system to ensure that all qualified candidates are considered for promotions.

99. The District shall submit a copy of its Staffing Plan to the United States for review by no later than January 15, 2015. If the United States does not object to these plans within forty-five (45) days after their receipt, any objections to the content and sufficiency of the plans shall be waived and the District will adopt, publicize, and implement the revised policy. If the United States objects to the District's proposed plans, the parties will work together in good faith to develop mutually agreeable policies/procedures.

100. The District shall ensure that principals and other administrators who are responsible for participating in the District's recruitment and hiring are fully informed of the District's hiring goals and corresponding procedures. The District also shall ensure that relevant staff are properly trained annually on how to implement the recruiting and hiring procedures, and that its comprehensive recruitment and hiring policy and accompanying plan are broadly disseminated using print media and websites.

101. The District shall adopt and implement procedures for documenting all of its recruiting/hiring decisions (*see, e.g.,* ¶ 126). The District also shall maintain records appropriate for monitoring its compliance with the recruitment and hiring policy and accompanying plan and tracking the impact such decisions have on the composition of the District's faculty and staff.

102. As soon as practicable but by no later than September 1, 2014, the District shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under paragraph 96 above. By no later than October 15, 2014, the District also shall adopt and implement an internal complaint process for receiving, investigating, and resolving any formal or informal allegations of employment discrimination in a prompt and equitable manner. The District's internal complaint process shall ensure that:

a. All employees promptly and accurately report allegations of discrimination to the designee and that protocols are used to receive and document complaints, determine whether and how allegations implicate particular policies and procedures, and make proper notifications and referrals.

b. Appropriate remedial measures, such as professional development and training initiatives or disciplinary sanctions, are employed to respond to discrimination complaints and to minimize the likelihood that such discriminatory actions will recur.

c. Records related to allegations of discrimination, including notifications of complaints, interview notes, investigation summaries and reports, and documentation of remedial actions, are properly preserved and maintained.

103. The District shall broadly disseminate accurate notices to all its employees regarding its anti-discrimination policy and internal complaint process, as well as the name, office address, telephone number, and email address of the employee(s) designated pursuant to paragraph 102 above using print media, including employee handbooks, campus flyers, and job application packets. The District also shall ensure that all employees are provided appropriate instructions about the District's anti-discrimination policies and procedures during the annual orientation/training. The District shall submit a report describing its internal complaint process along with copies of any accompanying notices to the United States for review by no later than November 1, 2014.

104. The District shall ensure that the employee designated pursuant to paragraph 102 above is trained to implement the District's anti-discrimination policies and procedures. The District also shall ensure that the any person who is selected to investigate and/or resolve allegations of discrimination is properly trained to: (a) conduct and record interviews with complainants, victims, alleged perpetrators, and witnesses; (b) obtain and maintain necessary documents and other materials; (c) conduct independent research; (d) prepare investigation reports; and, where appropriate, (e) implement appropriate remedial measures.

#### **ANTI-RETALIATION POLICIES**

105. The District shall not retaliate against any student, parent, or employee or in any way adversely affect the terms or conditions of employment of any employee because that person: (a) has opposed any practice s/he believes in good faith violates the EEOA or the Civil Rights Act of 1964; (b) filed a complaint with any United States agency such as the Department of Justice or the EEOC, or any state or local agency that is authorized to enforce anti-discrimination laws pertaining to education or employment; and/or (c) testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under relevant anti-discrimination statutes or other matter covered by this Agreement. The District also shall not tolerate retaliation against any student, parent, or employee who takes one of the actions enumerated above.

106. As soon as practicable but by no later than September 1, 2014, the District shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under paragraph 105 above. By no later than October 15, 2014, the District also shall adopt and implement a grievance process for receiving, investigating, and resolving any formal or informal allegations of retaliation in a prompt and equitable manner. The District's grievance process shall have the same procedural requirements as the District's internal complaint process outlined in paragraphs 102.a-102.c above.

107. The District shall broadly disseminate accurate notices to all its students, parents, and employees regarding its anti-retaliation policy and grievance process, as well as the name, office address, telephone number, and email address of the employee(s) designated pursuant to paragraph 106 above using print media, including student handbooks and flyers translated into the Major Languages, and the District's website. The District also shall ensure that all employees are provided appropriate instructions about the District's anti-retaliation policies and procedures during the annual orientation/training. The District shall submit a report describing

its grievance process along with copies of any accompanying notices to the United States for review by no later than November 1, 2014.

108. The District shall ensure that the employee designated pursuant to paragraph 106 above is trained to implement the District's anti-retaliation policies and procedures. The District also shall ensure that any person who is selected to investigate and/or resolve allegations of retaliation are properly trained to: (a) conduct and record interviews with complainants, victims, alleged perpetrators, and witnesses; (b) obtain and maintain necessary documents and other materials; (c) conduct independent research; (d) prepare investigation reports; and, where appropriate, (e) implement appropriate remedial measures.

### **REPORTING REQUIREMENTS**

109. In addition to the reporting obligations set forth above (*see e.g.*, ¶¶ 31, 56, 60, 63, 85, 90, 99, 107), on or before November 15, 2014, and annually thereafter on July 15 for the duration of this Agreement, the District shall submit to the United States an annual report fully detailing its efforts to comply with the provisions of the Agreement and the EEOA. To the extent practicable, the annual report shall be produced in a searchable electronic format. The District shall compile its annual report using data captured on the second Mondays of October and May for the school year preceding each annual report, unless otherwise specified, and shall include the information identified in paragraphs 110-130 below for the school year preceding each annual report, unless otherwise specified.

#### **110. ELL Identification & Opt-Outs.**

- a. The number of HLSs the District received that contained responses indicating a student may not be proficient in English or the parents require translation or interpreter services (*see e.g.*, ¶¶ 30-31).
- b. The number of students to whom the District administered assessments to determine the students' ELP levels (*see e.g.*, ¶ 30).
- c. The number of Opt-Out Forms the District receives, along with copies of the Forms (*see* ¶ 33).

111. **ELL Population.** A searchable electronic database/spreadsheet with the names of all of the District's current ELLs, Opt-Out ELLs, and exited ELLs, delineated by the following:

- a. Last Name
- b. First Name
- c. Student Identification Number
- d. School;
- e. Grade;
- f. Native language;
- g. ELL Status (*e.g.*, ELL, Opt-Out ELL, and exited ELL)
- h. Date of last assessment;
- i. ELP assessment scores;
- j. ELP level;

- k. Years in the District's ELL program;
- l. Year of exit from ELL Program, if applicable;
- m. Year of re-entry to ELL Program, if applicable;
- n. Date of Opt-Out from ELL Program, if applicable;
- o. SPED classification, if applicable;
- p. If applicable, whether ELL SWD was assessed in his/her native language;  
and
- q. Whether the student receives accommodations for or was exempt from statewide assessments (e.g., 11th grade MME).

To the extent this data the District maintains pursuant to paragraph 83 above is available in a searchable electronic database/spreadsheet and contains any of the information listed above, the District may provide a copy of that data with any necessary supplementation.

112. ELLs' Schedules. For each school, a searchable electronic database/spreadsheet with the names of all current ELLs, Opt-Out ELLs, and exited ELLs assigned to the school and the students' weekly class/instructional schedules in regular increments (e.g., 1 period, 1 hour, or 30-minutes), delineated for each day by the following:

- a. Subject (e.g., Language Arts, ESL Pull-Out, Math, Biology);
- b. Name of Teacher;
- c. Name of bilingual paraprofessionals, where applicable for native language support;

If students receive Push-In ESL instruction in place of Pull-Out ESL instruction, also indicate the following:

- d. Name of ESL Teacher in addition to the name of the content teacher; and
- e. Duration of ESL instruction (e.g., 1 hour; 30 minutes).

To the extent this data the District maintains pursuant to paragraph 83 above is available in a searchable electronic database/spreadsheet and contains any of the information listed above, the District may provide a copy of that data with any necessary supplementation.

113. Staff. A searchable electronic database/spreadsheet of all current District employees including principals, assistant principals, guidance counselors, faculty members, coaches, administrative assistants, support staff and all employees responsible for providing ELL services at ABPs, such as cyber schools, delineated by the following:

- a. Name;
- b. Position Title (e.g., teacher, paraprofessional, principal);
- c. School and, where appropriate, Central Office;
- d. Race;
- e. Date hired by the District;
- f. Date ESL endorsement earned, if applicable
- g. Date SIOP training completed, if applicable;
- h. Contact Information (e.g., telephone number, address, and, if available,



personal email address)

Also indicate whether the District has selected the employee to serve as an ELL Designee or SI Coach pursuant to paragraphs 7 or 53 above.

114. Teacher & ELL Staff Schedules. For each secondary school, a searchable electronic database/spreadsheet with the names of all teachers and ELL Staff assigned to the school and the employees' weekly/daily schedules and class rosters indicating teachers' names, the subject, the name of each enrolled student, and days/times of the class in regular increments (e.g., 1 period, 1 hour, or 30-minutes). The spreadsheet shall also include the schedules and pertinent information for any ESL teacher who provides Push-In and/or Pull-Out ESL instruction and any ELL staff, including paraprofessionals who provide native language support, such as the relevant time period the name of the teacher, the subject, and duration of the instruction/service. A similar database/spreadsheet shall be provided for the elementary schools to the extent practicable. If the information for the elementary schools is not available electronically, the District shall provide a typed copy of the rosters for each elementary classroom teacher as well as the weekly/daily activity log for all ELL staff, including ESL teachers who provide ESL instruction and the paraprofessionals who provide native language support.

115. ELL Training. For each training the District provides to employees concerning the instruction of ELLs, including all training required pursuant to paragraphs 49, 52, & 55 above, including all coaching and workshop sessions, a searchable electronic database/spreadsheet delineated by the following:

- a. The title of the training or a brief description of the subject/topic taught;
- b. The date of the training;
- c. The duration of the training in hours;
- d. Location of the training;
- e. Name of the person who taught the training;
- f. Whether the training was mandatory for any staff; and
- g. The names of the employees who attended the training delineated by their names, title/positions (e.g., ESL Teacher, Guidance Counselor, SI Coach), and work site (e.g., central office or school); and
- h. If applicable, the dates of any follow-up classroom observations that preceded or followed the training.

For each training listed above, also provide a copy of the training outline or agenda and the titles of any documents discussed or distributed at the training.

To the extent this data the District maintains pursuant to paragraph 83 above is available in a searchable electronic database/spreadsheet and contains any of the information listed above, the District may provide a copy of that data with any necessary supplementation.

116. ELL Materials. A list of any new books or supplemental instructional materials

the District purchased in bulk to use in ESL or SI classes, indicating:

- a. Name of the book/material;
- b. Publisher;
- c. Date published;
- d. Quantity purchased;
- e. School to which they were distributed; and
- f. If applicable, the date and duration of any training provided regarding the materials, along with the name of the person who offered the training and the names of the attendees.

117. Teacher Performance Evaluation and Observational Checklist. For each school, a copy of any observational checklists or other document the principal uses to memorialize classroom observations, and a copy of the performance evaluation the principal uses to document his or her assessment of the teachers' performances.

118. ELL Meetings. For each meeting between the ELL Designee, an ESL teacher, and/or the students' Core Content teachers that occurs pursuant to paragraphs 79 and 80 above, a report indicating:

- a. The date of the meeting;
- b. The number of Panel members in attendance at the meeting; and
- c. The number of non-Panel members in attendance at the meeting.

119. A copy of any reports produced by the District through the self-audit of its ELL program or other process adopted under paragraph 85 above.

120. Translation and Interpreter Services.

- a. Copies of the lists and/or databases created to enhance District translation and interpreter services according to the obligations set forth in paragraphs 69-74;
- b. For outside translation and interpreter services:
  - i. A list of the translator and interpreter contractors;
  - ii. Copy of the contract; and
  - iii. Dates and purpose for which outside translators or interpreters are used.

121. If revised or modified, a copy of District's ELL Program policies, the ESL K-12 Curriculum, and the ELL Handbook.

122. Additional Training. For each training the District provides to employees concerning administration and evaluation of the ELL program, including all training required pursuant to paragraphs 41, 43, 53, 57-58 above, as well as trainings pursuant to paragraphs 89, 100, 104, and 108, a searchable electronic database/spreadsheet delineated by the following:

- a. The title of the training or a brief description of the subject/topic taught;
- b. The date of the training;
- c. The duration of the training in hours;

- d. Location of the training;
- e. Name of the person who taught the training;
- f. Whether the training was mandatory for any staff; and
- g. The names of the employees who attended the training delineated by their names, title/positions, and work site; and
- h. If applicable, the dates of any follow-up classroom observations that preceded or followed the training.

123. For each training listed above, also provide a copy of the training outline or agenda and the titles of any documents discussed or distributed at the training.

124. For each meeting of the CAP, whether open or closed, a report indicating:

- a. The date of the meeting;
- b. The number of Panel members in attendance at the meeting; and
- c. The number of non-Panel members in attendance at the meeting.

Also provide a copy of the agenda prepared in advance of each meeting.

125. Copies of any correspondence, information requests, or recommendations sent by the CAP to the District, and any reports, including all bi-annual reports, prepared by the CAP.

126. For all faculty and certified staff vacancies advertised and/or filled immediately prior to and during the preceding school year, a report identifying the school at which the vacancy occurred; date of vacancy; position to be filled (e.g., high school math teacher, second grade teacher, principal, etc.); method(s) used to publicize the vacancy; list of applicants by name, telephone number, and address; list of applicants interviewed by name; date position was filled; name of the person selected; the reason for all non-selections of applicants who were interviewed; and for any vacancy that was not filled, the reason the position was not filled.

127. A list of all universities/colleges, publications, and/or organizations to which the District sent any vacancy announcement or notice immediately prior to and during the preceding school year.

128. A list of all on-campus recruitment events and job fairs the District participated in immediately prior to and during the preceding school year, delineated by the location, date and duration of visit, the title and race of the District's recruiter, the number of applications received, and the number of on-site interviews conducted.

129. The name of the person(s) the District has designated to coordinate its anti-retaliation grievance process and compliance efforts.

130. A report of any complaints the District received regarding its ELL program and/or employment practices, indicating the following:

- a. The date of the complaint;
- b. The name of the party who submitted the complaint;

- c. A summary of the complaint;
- d. The name of the District employee who responded to the complaint; and
- e. A summary of the District's response to the complaint, including, but not limited to, any actions or investigations undertaken and any resolutions reached.

131. The District shall, for the duration of this Agreement, preserve and maintain all records and documents, including all electronically stored information, used to compile the above-referenced report (*see* ¶¶ 109-130) and all other documents pertinent to its compliance with the Agreement, and shall provide such information to the United States upon request.

### **ENFORCEMENT**

132. 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 that the United States agrees it will not initiate or pursue any enforcement action without first notifying the District of the alleged breach and attempting to resolve issues by negotiating in good faith for thirty (30) days, or until the parties reach an impasse, whichever comes sooner.

133. 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 shall not affect the validity of any other part of the Agreement. Furthermore, the District and United States shall meet within fifteen (15) days of any such decision to determine whether the Agreement should be revised or supplemented in response to the court's decision.

134. The District understands and acknowledges that 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. This right includes speaking directly with District employees who are not administrators and have questions, concerns, or other information to raise with the United States regarding the District's ELL obligations under the EEOA and this Agreement. The District acknowledges that the United States, through its representatives and any consultant or expert it may retain, may conduct an on-site review of the District's schools to evaluate compliance with the terms of this Agreement upon giving reasonable notice and consultation with the District to minimize any disruption to the education process in the schools.

135. The following signatures indicate the consent of the parties to the terms of this Agreement. The date that counsel for the United States signs the Agreement shall be considered the entry date of this Settlement Agreement.

**For the United States:**

MOLLY J. MORAN  
Acting Assistant Attorney General

EVE HILL  
Deputy Assistant Attorney General



ANURIMA BHARGAVA  
SHAHEENA SIMONS  
MARK A. DANN  
U.S. Department of Justice  
Civil Rights Division  
Educational Opportunities Section  
601 D. Street, N.W., Suite 4300  
Washington, D.C. 20530  
Phone: 202-305-1231 / Fax: 202-514-8337

Date: 8/13/14

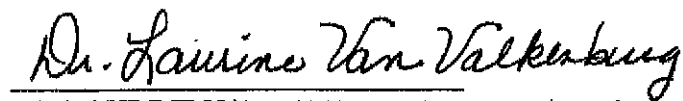
BARBARA McQUADE  
United States Attorney



SUSAN DeCLERCQ, Assistant United States Attorney  
Eastern District of Michigan  
211 West Fort Street, Ste. 2001  
Detroit, Michigan 48226  
Phone: 313-226-9149 / Fax: 313-226-3271

Date: 8/13/14

**For the Crestwood School District:**



DR. LAURINE VANVALKENBURG, Superintendent  
Crestwood School District  
Crestwood School District  
1501 North Beech Daly  
Dearborn Heights, MI 48127  
Phone: 313-278-0903  
Fax: 313-278-4774

Date: 8/11/14

*Gouri Sashital*

GOURI G. SASHITAL, Esq.  
Keller Thomas, P.C.  
440 East Congress, Fifth Floor  
Detroit, MI 48226  
Phone: 313-965-8936  
Fax: 313-965-4480

Date: 8-13-14

## APPENDIX A

### Colleges & Universities – Certified Teachers

- Eastern Michigan University
- Michigan State University
- Oakland University
- University of Detroit Mercy
- University of Michigan – Ann Arbor
- University of Michigan – Dearborn
- Wayne State University

### Colleges & Universities – Certified & Non-Certified Staff

- Eastern Michigan University
- Michigan State University
- Oakland University
- University of Detroit Mercy
- University of Michigan – Ann Arbor
- University of Michigan – Dearborn
- Wayne State University
  
- Henry Ford College
- Macomb County Community College
- Oakland County Community College
- Schoolcraft College
- Washtenaw Community College
- Wayne County Community College

### Community Organizations

- ACCESS
- Arab-American Anti-Discrimination Committee / ADC
- Arab-American Civil Rights League / ACRL
- Chaldean Federation of America
- Congress of Arab American Organizations / CAAO
- Council on American-Islamic Relations / CAIR