

Settlement Agreement

Between

The United States of America

And

The Stamford Public School System

SETTLEMENT AGREEMENT

PURPOSE

1. The Stamford Public School System (“the District”), by and through its undersigned representative,¹ agrees to the terms of this Settlement Agreement in order to address and resolve the noncompliance findings raised as of the date of this Agreement by the United States Department of Justice (“the United States”) under the Equal Educational Opportunities Act of 1974, 20 U.S.C. § 1703(f) (EEOA), regarding the adequacy of the District’s provision of English Language Learner (ELL) services, teachers, materials, and special education services to ELLs, its monitoring of current and former ELLs, and its evaluation of its ELL programs.
2. In consideration for the commitments made herein by the District, the United States agrees not to initiate judicial proceedings to enforce those requirements of the EEOA that the Agreement addresses. This commitment does not relieve the District from fulfilling any other obligations under the EEOA.
3. This Settlement Agreement shall become effective on the date of its execution by both parties and shall remain in effect until such time as the United States determines the District has complied with its obligations under the EEOA, provided that, the parties may, upon mutual written agreement, amend this Agreement to address changed circumstances and/or to improve the delivery of services to ELLs. The District understands that the United States will not close the monitoring of this Agreement until it

¹ The District representative, by signing this document, gives assurances that he or she has the authority to bind the District, including successor administrators and members of the Stamford Board of Education, for the Agreement’s duration.

determines that the District has fulfilled the terms of this Agreement and complies with the EEOA.

DEFINITIONS

4. “The School District” and “the District” refer to the Stamford Board of Education and the Stamford Public School System.
5. “ELLs” refers to students who have been determined to be English Language Learners, Limited English Proficient, or Non-English Proficient and thus require assistance to overcome language barriers that impede their equal and meaningful participation in the District’s instructional programs. For purposes of this Agreement, ELLs include those who have a composite level of 1-5 on the English Language Proficiency (ELP) test that the District uses to identify ELLs.
6. “ELL Services” refers to instructional assistance afforded to ELLs for teaching the English language or to render substantive educational content accessible, whether in the context of an ELL program specifically designed for ELLs or in a classroom where ELLs and non-ELLs are educated. Services may include English as a Second Language (ESL), sheltered content instruction, and transitional bilingual education.
7. “ESL” refers to English as a Second Language, which is direct, explicit instruction about the English language that provides a systematic and developmentally appropriate approach to teaching language within the context of academic content from grade level curriculum. ESL instruction in the District also addresses the listening, speaking, reading, and writing standards of the PreK-12 English Language Proficiency Standards and the Connecticut State Department of Education (CSDE) ELL Frameworks, and aligns to the Common Core State Standards.

8. “Bilingual education” refers to instruction in both English and the ELLs’ native language that is designed to enable ELLs to become proficient in English and academic content areas, using a culturally responsive instructional curriculum and pedagogy. Connecticut requires bilingual programs in schools that have 20 or more ELLs who speak the same native language for up to 30 months, and requires Language Transition Support Services to ELLs who have not met state exit criteria within 30 months in a bilingual program. Language Transition Support Services under this Agreement must be “ELL services.”
9. “Sheltered content instruction” is instruction, primarily in English, where teachers use an array of sheltered content instructional techniques (such as, grouping students by language proficiency level, adapted materials and texts, visual displays, cooperative learning and group work, primary language support, and clarification) to make grade-level content lessons understandable to ELLs while promoting their English language and literacy development.
10. “IEP” refers to an Individualized Education Program under the Individuals with Disabilities Education Act (IDEA), and “Section 504 plan” refers to a plan designed to meet the individual educational needs of a student with a disability under Section 504 of the Rehabilitation Act of 1973 (Section 504). “IEP Team,” “PPT Team,” and “Section 504 Team” refer to the teams constituted under these laws to: identify the student’s individual needs; propose placements, programming, or services; and/or develop an IEP or Section 504 plan for the student.
11. “LAS Links level” refers to a student’s level of English proficiency as determined by the annual LAS Links assessment.
12. “English Language proficiency” (ELP) refers to the ability of a student to communicate

in English in listening, speaking, reading, and writing, as determined by the student's level on a valid and reliable ELP assessment.

13. "SWD" refers to a student with a disability under Section 504 or a student who is eligible for special education under the IDEA. "SWD ELL" refers to an SWD student who is also an ELL.
14. "TESOL-certified" or "TESOL-endorsed" refers to a certification or endorsement in the subject area Teaching English to Speakers of Other Languages. Per Connecticut state law, this certification is required for anyone employed as a teacher of English to speakers of other languages.
15. "ELL Teacher" refers to a TESOL-certified teacher or a content-area teacher of ELLs who has adequate training in sheltering techniques, including at least the training required by paragraph 37 below.

GENERAL REQUIREMENT

16. As required by the EEOA, the School 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).

SPECIFIC REQUIREMENTS

Identifying ELLs and Placing Them on an ELL Caseload and in ELL Services

17. The District shall ensure that it identifies students as ELLs based upon a valid and reliable ELP test and provides them with ELL services appropriate to their ELP level as soon as practicable but by no later than 10 school days after they enroll.
18. By the start of the 2014-2015 academic school year, the District will develop and use an ELL Service Database to capture all ELL services by nature of the service, time

allocation, and teacher. The District shall ensure that it enters each ELL's information into the ELL Service Database and shall use this Database to ensure that it places each ELL on the caseload of an ELL teacher. The District shall train each ELL teacher on using the ELL Service Database to report all services provided to ELLs, and shall ensure that each ELL teacher uses this database to generate quarterly caseload reports for review by the district-level administrator responsible for ELL services ("the ELL Administrator").

19. The caseload reports shall include the following information:

- a. ELL caseload teacher's name;
- b. student's name and grade,
- c. current LAS Links or other ELP level;
- d. whether the student's parent/guardian refused ELL services;
- e. whether the student is gifted and/or has a disability;
- f. the content area focus of ESL services;
- g. the number of ESL service minutes per day and week;
- h. the number of sheltered content service minutes per day and week, broken down by content area;
- i. descriptions of the ELL services (i.e., push-in, pull-out, co-teaching, newcomer, or self-contained);
- j. the names of the teachers providing the ELL services and their certification(s), endorsement(s), and if a sheltered content teacher without a TESOL endorsement, whether the teacher is on track to complete the paragraph 37 training within three years; and

k. any supplemental assistance provided pursuant to paragraphs 30 and 31 below.

The District shall give the United States written notice of proposed changes that would result in the deletion or replacement of a field on the caseload report. The United States shall have 60 days to notify the District in writing of any concerns or objections related to the proposed change(s). The parties shall work in good faith to resolve any concern or objection raised by the United States. If the United States does not notify the District of a concern or objection within 60 days of receiving written notice, the District may adopt the change(s) as proposed.

20. The District shall ensure that the ELL Administrator monitors the ELL caseload program quarterly to ensure that identified ELLs are on a caseload of an ELL teacher and are receiving appropriate ELL services based on their ELP level and performance needs. The ELL Administrator shall review these reports with the school-based ELL teams following his/her review to provide guidance and support as needed. If an employee learns that any ELL is not receiving adequate and appropriate ELL services, as required by this Agreement, the employee shall immediately notify the ELL Administrator and the District shall take reasonable steps to ensure that the ELL receives such services within 30 days.

21. If an employee determines that any ELL is not making adequate progress towards achieving English language proficiency, the employee shall notify the ELL Administrator. At the end of every semester, the ELL Administrator shall review the amount of ELL services provided to the students who are not making adequate progress towards English language proficiency, and modify the quantity and/or the type of ELL services the student receives.

Instruction of ELLs

22. All ELLs who have not met the ELL exit criteria established by the State of Connecticut shall receive ELL instruction, unless the ELL's parent/guardian makes an informed decision to refuse such ELL services in writing.
23. ELL instruction shall include two components: English as a Second Language (ESL) instruction as well as sheltered content instruction. The District shall group ELLs for ESL instruction by ELP level unless it is not practicable to do so, in which case the District shall use a horizontal grouping model that clusters ELLs by their proficiency level across grades (limited to two consecutive grades in elementary beginning in SY 2014-15, except if this is impracticable at schools with low numbers of ELLs, then limited to three consecutive elementary grades) or a vertical grouping model that clusters ELLs by grade level across two comparable, consecutive proficiency levels (e.g., grade 1 ELP Level 1-2 ELLs). The District may provide the sheltered content instruction required by Paragraph 26 in classes with ELLs and non-ELLs. The District shall ensure that all ELLs receive core content instruction designed to enable them to perform at grade level, be on track to graduate from high school, and be prepared to enroll in college.
24. As explained more fully in Paragraph 26 below, the District shall implement a tiered-services plan to ensure that ELL services are effective and designed to address individualized needs, appropriate to the student's ELP level. The District may provide ESL service in a push-in setting for ELLs with higher ELP levels (ELP levels 3-5), while it shall provide ESL instruction for lower ELP levels (ELP levels 1 and 2) in an ELL-only class or pull-out setting. To the extent practicable, the District may provide ELLs with additional ELL services than those required by Paragraph 26 below, and shall ensure that

such additional ELL services do not unnecessarily segregate ELLs given their ELP levels and their time and progress in the ELL program. The District shall ensure that ELL students who are not making sufficient yearly progress receive additional ELL instruction.

25. A TESOL-certified teacher must provide all ESL instruction whether it is provided through a pull-out, a push-in, or co-taught setting, or an ELL-only class. All sheltered content instruction shall be provided by: a teacher dually certified in TESOL and the content area; a TESOL-certified teacher co-teaching with a content-certified teacher; or a content-certified teacher who is adequately trained in sheltering techniques, along with a paraprofessional who has completed (or who will complete at the next available training session) Modules 1-4 of the training described in paragraph 37.

26. The District shall provide the following ESL and sheltered content instruction for all ELLs whose parents/guardians have not refused ELL services. The duration of an ELL class period shall be the equivalent of the length of time used to teach core subjects such as English Language Arts and Math in that grade level. In the 2013-14, 2014-15, and 2015-16 school years while teachers complete the training requirements in paragraph 37, the hourly sheltered content instruction requirements detailed below may be provided by a content-certified teacher who is on track to complete the intensive training in sheltering techniques in paragraph 37 within three years, along with a paraprofessional who has completed (or who will complete at the next available training session) Modules 1-4 of the training described in paragraph 37:

- a. The District shall provide ESL instruction for at least one class period a day and sheltered content instruction for at least a second class period a day (i.e., approximately 10 hours per week) to all ELLs who are at ELP level 1;
- b. The District shall provide ESL instruction for at least one class period a day and at least a second class period of sheltered content instruction (i.e., approximately 8-9 hours per week) for all ELLs who are at ELP level 2;
- c. The District shall provide ESL instruction for at least one class period a day (approximately 45 minutes/day) and at least a period of sheltered content instruction (i.e., 30 minutes in grade K-5 and 40 to 60 minutes in grades 6-12) a day (i.e., approximately 6 to 8 hours per week) for all ELLs who are at ELP level 3²;
- d. The District shall provide ESL instruction for at least 2.5 hours per week for all ELLs at ELP levels 4 and 5 and may provide this instruction in a grade-level English Language Arts class. When needed to meet the language and academic needs of ELLs at ELP levels 4 and 5, the District shall provide additional content-based ESL from a TESOL- certified teacher, sheltered content instruction from a TESOL-certified teacher or content-certified teacher trained in sheltering techniques, or additional supplemental assistance as described in paragraphs 30-31.

27. The District shall ensure that ELL teachers and teachers of content area classes to ELLs

- (a) use current sheltered instructional techniques (such as grouping ELLs in consideration of their ELP levels; teaching academic language and content objectives; using adapted

² If paraprofessionals also provide support to ELLs in these sheltered content classes, the paraprofessional may be present for only 30 minutes of the period.

materials and texts, visual displays, cooperative learning, group work, primary language support, and clarification; and activating background knowledge to make lessons understandable for ELLs, and (b) differentiate instruction so that it is appropriate for the ELLs' ELP level(s), grade levels, and academic needs (e.g., SWD, gifted, and Students with Interrupted Formal Education (SIFE) ELLs).

28. The District shall train and monitor its teachers to ensure that in content area classes of ELLs the teachers: (a) use speech that is appropriate for the ELLs' proficiency level(s); (b) use supplementary materials that support the content objectives and contextualize learning; (c) teach academic vocabulary that is relevant to the core content matter; (d) scaffold content, including texts, assignments, assessments, and present content in all modalities so that the content is appropriate to the ELLs' proficiency levels; (e) afford ELLs regular opportunities to practice and apply new language and content knowledge in English; (f) clearly explain academic tasks to ELLs; (g) teach reading comprehension skills and strategies that take into account ELLs' ages and literacy levels; and (h) use research-based, effective writing strategies for ELLs.
29. The District shall ensure that all ELLs at all schools are integrated with non-ELLs for recess, art, music, gym, lunch, and library and are not unnecessarily segregated from non-ELLs in other classes, including core content classes, given their ELP levels, the nature of their ELL services, and their time and progress in such services. The District shall integrate ELLs with general education students in school functions, co-curricular activities, and extracurricular activities.

Supplemental Assistance

30. While the District may supplement ELL services with additional assistance, such as

native language support provided by bilingual paraprofessionals, content-area support in English by teachers who have received the training required by paragraph 36, academic monitoring, remedial literacy programming (e.g., READ 180), peer tutoring, progress management tools (including but not limited to, the Developmental Reading Assessment (DRA) and Fountas & Pinnell), and compensatory services, these services shall not be a substitute for the ELL services required by paragraph 26 above. The District shall include the provisions of this paragraph in its ELL Handbook.

31. In order for such supplemental services to count toward the ELL services recorded on the ELL caseload reports required by paragraph 19, these services shall be provided by teachers who are TESOL-certified, bilingual-certified, or adequately trained in sheltering techniques, including at least the training required by paragraph 37.

Instructional Staff

32. The District shall adequately train its teachers of ELLs to ensure that they provide quality ELL services to ELLs across the ELP and grade levels they are assigned to teach.
33. The District shall actively recruit TESOL-certified teachers and teachers who are trained to shelter content for ELLs for relevant teaching positions. In addition, the District shall actively recruit bilingual staff, staff trained in working with ELLs, and staff with fluency in one or more of the languages of the District's ELLs for relevant teaching and administrative positions, in particular for Special Education teacher and paraprofessional positions.
34. Toward that end, the District's notices regarding employee vacancies shall express an interest in candidates with ESL, TESOL, sheltered content, or bilingual certifications and language fluency in a language other than English.

35. By the date of execution of this Agreement, the District shall ensure that a TESOL-certified teacher provides all ESL instruction. To meet this requirement, the District shall utilize all viable methods or resources to recruit, hire, assign, and/or train adequate numbers of TESOL-certified teachers for its ELLs.
36. During the 2013-14 through the 2015-16 school years, all District teachers, principals, and assistant principals shall complete 20 hours of intensive training on instructional strategies for working with ELLs. Fifteen of these hours will be direct training and the other 5 hours will be in-classroom application and coaching. The training modules and levels are presented in the Attachment.
37. During the 2013-14 through the 2015-16 school years, the District shall ensure that all teachers of sheltered content classes to ELLs complete at least 45 hours of intensive training on instructional strategies for working with ELLs. Twenty-five to thirty of these hours shall be direct training, and the other fifteen to twenty hours shall be in-classroom application and coaching to ensure transfer of the training to the teacher's content classrooms. To be considered on track to complete this training within three years, the teacher must complete at least 15 hours of training per year. This professional development shall focus on practical classroom application of instructional strategies appropriate for planning, delivering, and sheltering content for ELLs within the context of standards-based unit and lesson planning, instruction, and assessment and shall include sufficient opportunities for modeling, practicing, and receiving feedback regarding such strategies. *See* the Attachment.
38. The District shall provide training to principals and a forum for discussion through mandated principal training at least three times a year regarding the following topics:

- a. The requirements of this Settlement Agreement;
 - b. How to schedule ESL by proficiency level to maximize instructional time; and
 - c. How to evaluate ESL and sheltered content teachers, whether they are teaching core content to both general education and ELL students or teaching in classrooms exclusive to ELLs, including how evaluations may be completed with the assistance of other staff with expertise in ELL instruction, how to ensure the evaluations are rigorous, and how to maximize improvement in the delivery of services to ELLs consistent with the instructional practices required in paragraphs 27 and 28 above;
39. The District shall ensure that newly hired teachers complete the training required by this Agreement no later than two years from their date of hire.
40. The ELL Administrator shall have the authorization of the District's Superintendent to require the principals in the District to take specific actions with respect to the provision of ELL services, provided they do not conflict with this Settlement Agreement. The District shall evaluate each principal annually on his or her role in: (a) compliance with this Settlement Agreement, (b) the effective provision of ELL services generally and implementation of the District's ELL policies in his/her school, and (c) leading the linguistic and academic success of ELL students at his/her school. Principals who do not receive a satisfactory rating regarding his or her role in (a), (b), or (c) during a rating period are required to take appropriate action as outlined by the ELL Administrator and/or their immediate supervisor. The ELL Administrator shall provide supervisors of principals with the District's assessments of the quality of the ELL program at each school. The Superintendent or his/her designee shall consider these assessments in

identifying areas of remediation for the principal. Principals who do not show acceptable progress may be subject to contract nonrenewal or corrective action up to and including termination of employment.

Special Education

41. The District shall provide both special education services and ELL services by qualified personnel to each ELL SWD in a manner appropriate to the student's individual needs. The District shall not deny ELL services solely due to the nature or severity of the student's disability, and shall not deny special education services based on ELL status.
42. No accommodations for or modifications to standard language proficiency assessment procedures shall be implemented for SWD ELLs unless such accommodations or modifications are determined necessary by the student's IEP or Section 504 team, through a documented team process. Similarly, the student's IEP or Section 504 team shall implement no modifications to the instructional model through which such a student shall be provided ELL services unless such modifications are determined necessary through a documented team process. Under no circumstances shall the District deny ELL services entirely, unless, in rare cases, the PPT team determines and documents in the 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.
43. When an ELL teacher has on his/her caseload an SWD ELL or an ELL who is referred for a multi-factored evaluation, the ELL teacher shall participate in decisions involving the evaluation or special education services, including but not limited to evaluating whether the ELL requires an evaluation, whether the ELL qualifies for special education services on the basis of a disability and not on the basis of ELL status, developing and

revising the ELL's IEP, and participating in the ELL's reevaluation and IEP meetings.

44. The District shall ensure that the PPT team or Section 504 team of each SWD ELL shall document and consider, and maintain in each SWD ELL's special education files:

- a. A record of that student's language proficiency testing results;
- b. A record of that student's first language educational history, if any;
- c. Documentation of the special education assessments used to determine the student's disability or special needs, the language in which special education assessments were conducted, and the reasons for testing in that language;
- d. Documentation of the team's consideration of any effect language development issues might have on special education assessment results; and
- e. Documentation that specifically tracks the length of time from (i) the initiation of any pre-referral interventions to (ii) the date of referral, (iii) the date of evaluation, and (iv) the date on which an IEP or Section 504 Plan was proposed.

45. The District shall further ensure that the PPT Team or Section 504 team of each SWD ELL (in the course of annual or regular consideration or reconsideration of the student's educational needs in accordance with state and federal law governing the provision of special education and related aids and services) shall document, with specificity, in any new or revised IEP or Section 504 plan:

- a. Any accommodations for or modifications to standard language proficiency assessment procedures required by the student's disability or special needs, as well as an explanation for why accommodations and/or modifications are necessary;
- b. The PPT team's or Section 504 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 or special needs;
- c. The instructional model through which the student shall be provided ELL services, as well as any modifications to the student's educational program required by the student's disability or special needs, and an explanation for why any such modifications are necessary; and
- d. Any other PPT team decision regarding the impact of disability upon the delivery of ELL services, or the impact of limited English proficiency on the delivery of

special education services, and the basis for any modifications determined necessary.

46. The ELL Administrator or his/her designee and the Special Education Director shall monitor ELL services provided to students with IEPs using quarterly reports generated from the ELL Service Database, and will collaborate with the building administrators as appropriate to implement the Tiered Services plan.

47. The District's notices regarding its special education vacancies shall express an interest in candidates with ESL and bilingual credentials and foreign language fluency.

Scheduling of Services

48. By April 1, 2014, the District shall provide training to all personnel at each school who are involved in assigning/scheduling ELLs to classes, including appropriate guidance staff, and principals, on the following:

- a. The ELL Program and services offered at each school and the obligations set forth in paragraphs 22-29 of this Agreement;
- b. Using ELP levels, assessment scores, and teacher recommendations to determine proper classroom assignments for ELLs;
- c. Using the list(s) of faculty with TESOL certifications and training in sheltering techniques, and the list(s) of classes they teach to ensure ELLs are assigned to qualified teachers; and
- d. Conferring with the school principal or his/her designee regarding classroom assignments to ensure ELLs are properly assigned and ELL staff time is effectively utilized.

The District also shall adopt reasonable requirements so that all new employees who are involved in assigning/scheduling ELLs but are hired after December 2, 2013, are required

to complete the training required by this paragraph within the first two (2) months of employment with the District.

49. Pursuant to paragraphs 36 and 37, the Administrator shall provide to the school principals every semester a report indicating what ELL-related training teachers at that school have completed, including information related to TESOL certification and whether the sheltered content teachers are on track to complete the training required by paragraph 37 within three years. The school principals shall be required to provide this information to all personnel at each school who are involved in assigning/scheduling ELLs to classes.

Resource Allocation and Materials

50. The District shall allocate appropriate funding to provide adequate resources and instructional materials for students in the District's ELL program.
51. Within 60 days of the date of this Agreement, the District shall inventory existing ESL and English Language Development materials in all content areas in grades K-12. The District shall also survey ELL teachers and administrators to determine which ELL materials are most effective and which ELL materials are needed. The District shall provide its inventory and survey results to the United States for its review and comment within 90 days of the execution of this Agreement.
52. After receiving recommendations by the United States, the District shall develop a plan to purchase ELL materials. Such plan shall ensure that all instructional materials for ELLs are appropriate and sufficient with respect to the ELLs' ELP levels, ages, grades, and subject areas of instruction. These materials shall include ESL and ELD materials for ELL classes that are appropriate for the ELP levels of the enrolled ELLs. For sheltered

content classes, the District shall ensure that core materials include an ELL component and/or supplemental materials for ELLs to render the content accessible to ELLs.

53. The District shall ensure that each school provides materials in quantities that are sufficient for the number of ELLs enrolled in that school.

Monitoring

54. The District shall monitor all schools enrolling ELLs to ensure that the above requirements in this Agreement are being appropriately and adequately implemented.
55. If at any time the District learns that any ELL is not receiving ELL services as called for under this Agreement, it shall take reasonable steps to ensure that appropriate ELL services are provided to the student at that student's assigned school within 30 days of learning of the lack of ELL services.
56. The District shall implement a system for monitoring the academic performance of current and recently exited (i.e., exited within the past two years) ELLs. The District shall conduct a semi-annual review of current ELLs with ELP Levels 1 to 5 by reviewing at least their grades, standardized test scores, summative and formative ELL assessments, and progress reports. If this review indicates that the ELL needs additional ELL services, the District shall initiate an appropriate level of ELL services as soon as possible but by no later than 30 days. The District shall monitor former ELLs and opt-out ELLs quarterly by reviewing at least their grades, standardized test scores, and progress reports to determine if these students need any academic support services (e.g., tutoring) or need to be reentered (or entered for the first time in the case of opt-out ELLs) into ELL services. If a student being monitored under this paragraph fails to make academic progress, as measured by grades and assessments, at any time during the monitoring

period, and if a school-based team familiar with the student determines that this failure is due to a lack of English proficiency, the school shall notify the student's parent/guardian of the opportunity for the student to receive ELL services (and document this offer), and if the parent consents in writing, the District shall provide the student with adequate and appropriate ELL services.

57. The District shall evaluate the effectiveness of its ELL program to determine whether its language services are overcoming language barriers within a reasonable period of time and enabling students to participate meaningfully and equally in educational programs.

58. To measure program effectiveness, at a minimum the District shall disaggregate ELP assessments results, standardized test scores (including Title I content assessments), retention-in-grade rates, graduation rates, and enrollment in special education, enrichment, gifted and talented, and other advanced learning programs (e.g., Advanced Placement, honors) by school and specific language program (e.g., ESL, bilingual, New Arrivals, etc.) to analyze longitudinally a cohort of students by school and ELL Program to assess whether students enrolled in each Program model are overcoming language barriers within a reasonable period of time and participating meaningfully and equally in educational programs relative to their native-English-speaking/never-ELL peers.³

59. The District shall complete its longitudinal study by the end of the 2015-16 school year and provide the results of that study to the United States by August 1, 2016.

60. The District shall use the results of current and future longitudinal studies to inform ELL program decisions and improve the effectiveness of ELL programs. The District shall

³ All students in the cohort should be evaluated for the entire longitudinal period and their ELL, former ELL, or never- ELL status should be recorded in the analysis each year they are in the cohort. So long as a student remains in the Stamford Public Schools, the student should not be removed from the cohort if s/he achieves English proficiency during the period of analysis, or for any other reason.

notify the United States in writing annually by August 1 of all proposed substantive changes to its ELL programs, including those based on the results of the longitudinal study. If the United States objects to the proposed changes because they do not meet the terms of this Agreement or the EEOA, the United States shall notify the District in writing. If the parties are unable to resolve the objections within 60 days of the written notice, the United States may pursue relief under the enforcement provisions in Paragraphs 64 - 65.

ANNUAL REPORTING TO THE UNITED STATES

61. The District agrees to respond fully to requests from the United States for information and documents related to ELL services within thirty days unless exigent circumstances require an extension or shorter response time.
62. In addition to the reporting obligations set forth above, the District shall provide to the United States annual reports detailing its efforts to comply with the provisions of this Agreement. The District shall submit the annual reports outlined herein each year by July 1, with the first report due July 1, 2014. If any of the information required for the annual report in a particular school year is available in a document that the District already has prepared to comply with the No Child Left Behind Act (20 U.S.C. § 6301, *et seq.*) or other federal law, state law, or regulation, the District may include the document in its annual report and indicate the section of the annual report to which the document applies. The annual reports shall include the following information about the school year preceding each annual report:
 - a. the quarterly ELL caseload reports for each school;
 - b. a list of all ELL teachers and long-term substitutes, including for each teacher

- their school, grade, language(s) they speak, certification(s), and whether they are on track to complete the training required by paragraph 37 within three years;
- c. a list of all ELL-related training provided to District personnel, including a description of the content of each training, the date(s) of the training, and the number and type of District personnel who attended the training (e.g., all 7 TESOL and 10 special education teachers in grades 9-12). The list shall be separated by:
 - i. training provided to teachers and administrators pursuant to Paragraph 36;
 - ii. training provided to teachers of sheltered content classes to ELLs pursuant to Paragraph 37;
 - iii. training provided to principals pursuant to Paragraph 38; and
 - iv. all other ELL-related training.
 - d. the number and percentage of students by school, grade, native language, and special education status who met the criteria for exiting the District's ELL programs;
 - e. the number and percentage of ELL students by school, grade, native language, and special education status who have not exited because they do not meet the criteria for exiting ELL services set by the State of Connecticut;
 - f. if the District determined that an SWD ELL's disability is so severe that it would be unreasonable to expect that the student will ever be capable of using or understanding language, a copy of this written determination;
 - g. for each school, the number of special education teachers and paraprofessionals with ESL/ELD or bilingual training and/or certification(s), noting the type of

training and/or certification(s), and the foreign language(s) that the teacher or paraprofessional speaks fluently;

- h. the number of ELLs by grade and native language who: (i) were referred for special education services, (ii) were found eligible for such services, and (iii) received such services;
- i. a copy of the current District's ELL Handbook;
- j. a detailed accounting of the estimated costs and funding sources, including federal and state funds that the District has spent and expects to spend on fulfilling its EEOA obligations under this Agreement to ELLs for the previous and upcoming school years. This detailed accounting shall include at least: (a) the allocations of any and all federal funds; (b) the funds spent on and to be spent on training; (c) the funds spent on and to be spent on instructional materials and books; (d) the funds spent on hiring new certified ELL teachers for the previous and upcoming school years; and (e) the funds spent on and to be spent on training new ELL teachers;
- k. an inventory of any new ELL materials acquired since the prior year's inventory by school, subject, and grade;
- l. copies of each principal evaluation required in Paragraph 40;
- m. copies of the quarterly monitoring reports of former ELLs and opt-out ELLs required by paragraph 56, including a list of any students who were entered into or reentered into ELL services by the date of their entry or reentry; and
- n. any other information that the Division believes will be helpful.

ENFORCEMENT

63. The District shall maintain electronic and hard copy records of information and data pertinent to compliance with the terms of this Agreement and understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, the United States, through its representatives and any consultant or expert it may retain, may visit the District, interview staff and students, and request such additional reports, information, or data as are necessary for the United States to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the EEOA. The District shall honor any such requests by making the requested reports, information, or data available to the United States for its review and duplication within 30 days unless exigent circumstances require a shorter response time.
64. 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 confer within 30 days of any such decision to determine whether to revise the Agreement or supplement the Agreement in response to the court's decision.
65. 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 that it will not initiate or pursue any enforcement action without first attempting to resolve issues by negotiating in good faith for 30 days,

or until the parties reach an impasse, whichever comes sooner, over adequate measures to correct any alleged shortcomings in the District's compliance with this Agreement.

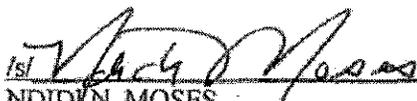
66. The District understands and acknowledges that the United States, consistent with its responsibility to enforce the EEOA, retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any future alleged violations of the EEOA by the District. Representatives of the United States may speak directly, without District counsel, with District employees who are not administrators and have questions, concerns, or other information to raise with the United States regarding the District's ELL obligations under the EEOA and this Agreement, provided that: representatives will give reasonable notice to the District of their intention to visit a school; will not object to being accompanied by District representatives; and will cooperate in scheduling visits as necessary to accommodate the District.

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

For the United States:

DEIRDRE M. DALY
United States Attorney

JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division


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THOMAS FALKINBURG
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U.S. Department of Justice
Civil Rights Division
Educational Opportunities Section

ATTACHMENT

Staff Training:

All teachers, assistant principals, and principals will complete 20 hours of intensive training on working with ELL students over three years (the Initial Training). Fifteen of these 20 hours will consist of direct training, conducted by the Training for All Teachers Program at Southern Connecticut State University, as reflected in Modules 1 to 6 below. This program, developed by a professional team from Southern Connecticut State University, consists of intensive modules designed to train educators in the use of sheltered instruction strategies. The additional 5 hours will involve in-classroom coaching, which will consist of applying the strategies and techniques learned in the direct 15 hours of training in classes of ELL students with feedback from a coach.

In addition to the Initial training, all sheltered content teachers of ELL students will receive an additional 25 hours of professional development in sheltering content instruction, including 15 hours of direct instruction and 10 hours of in-classroom coaching on the strategies covered in the direct instruction (the Advanced Training). The 15 hours of direct instruction will consist of 5 hours for Modules 7 and 8, and an additional 10 hours of training on the application of research-based, effective strategies for teaching academic vocabulary, reading comprehension, and writing strategies for ELL students and integrating these strategies into cohesive sheltered content lessons. The District will submit its proposal for these additional 10 hours to the United States for its review and approval by March 21, 2014.

The direct training component, “Best Instructional Practices for English Language Learners,” is organized as follows:

Initial Training:

Module 1 - Laying the Foundation (second language acquisition theory)

Module 2 - Making the Content Comprehensible to ELL students (contextualizing lessons, making academic text comprehensible, making classroom dialogue comprehensible)

Module 3 - Engaging ELL students - Creating Opportunities for Interaction (strategies for questioning and responding to ELL students)

Module 4 - Putting it All Together (review of sheltered instruction strategies; protocol for identifying optimal instructional strategies for use in one’s own classroom)

Module 5 - Linguistic and Content Assessment (how to maximize the use of LAS Links scores and guide content area teachers in implementing sheltered instruction strategies at each English proficiency level; how to make Common Core standards accessible to ELL students)

Module 6 - Vocabulary Development for Literacy for ELL students (strategies for breaking down intense academic texts)

Coaching - 5 hours (see description below)

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Advanced Training:

Module 1- Laying the Foundation (second language acquisition theory)

Module 2 - Making the Content Comprehensible to ELL students (contextualizing lessons, making academic text comprehensible, making classroom dialogue comprehensible) (Additional direct instruction on strategies for improving the reading and writing skills of ELL students will occur in the “Application” component of the Advanced Training described below.)

Module 3 - Engaging ELL students- Creating Opportunities for Interaction (strategies for questioning and responding to ELL students)

Module 4 - Putting it All Together (review of sheltered instruction strategies; protocol for identifying optimal instructional strategies for use in one’s own classroom) (Additional direct instruction on strategies for improving the reading and writing skills of ELLs will occur in the “Application” component of the Advanced training described below.)

Module 5 - Linguistic and Content Assessment (how to maximize the use of LAS Links scores and guide content area teachers in implementing sheltered instruction strategies at each proficiency level; how to make common core standards accessible to ELLs)

Module 6 - Vocabulary Development for Literacy for ELL students (strategies for breaking down intense academic texts) (Additional direct instruction on vocabulary development and making vocabulary accessible will occur in the “Application” component of the Advanced Training described below.)

Module 7 - How to differentiate between a Learning Disability and Language Development and research-based, effective strategies for appropriately serving ELL students with disabilities

Module 8 - Peer to Peer Coaching (review of sheltered instruction strategies and how staff can use peer coaching and training models to help ensure that sheltered instruction strategies are applied effectively and consistently)

Application -10 hours - Direct instruction with a focus on how the sheltered instruction strategies learned in Modules 1-8 will be delivered through in-classroom application. Direct instruction will include how to plan and deliver sheltered content lessons that integrate vocabulary development, reading, and writing strategies for ELL students at varying levels of English proficiency.

Coaching - 10 hours (see description below)

In-classroom Coaching:

The trained teachers’ and administrators’ in-classroom application of the strategies and techniques learned will be observed by a trained consultant with expertise in sheltered instructional strategies as well as by certain district and building personnel, including

ATTACHMENT

representatives from the ELL Department. The purpose of this component of the professional development is to ensure the transfer and appropriate use of strategies taught in the direct instruction to the classes enrolling ELL students, and to further assist teachers and administrators in helping ELL students access content area instruction.

Application of the use of strategies and techniques will be observed and addressed by the following:

- ELL focus walks
- Coaching instructional team through the implementation of sheltered instruction strategies
- Reviewing ELL student progress
- Providing additional professional development in response to requests from Instructional Data Teams (IDTs) or building personnel
- The use of observational charts focusing on the use of sheltered strategies and on vocabulary development, reading, and writing

Cohort Model:

The 20-hour Initial Training for all teachers and administrators will be provided in a 2-cohort model. In SY2013-14, all elementary teachers and administrators (Cohort 1) will receive at least 10 hours of direct training. Elementary teachers will be trained first because the majority of Stamford's ELL students are in the lower elementary grades. In SY2014-15, all secondary teachers and administrators (Cohort 2) will receive at least 10 hours of direct training. In SY2015-16, all teachers and administrators will receive 5 additional hours of direct training designed to further assist teachers in enabling ELL students to access content-area instruction. Also in SY2015-16, all teachers and administrators will complete 5 hours of the in-building application and coaching portion of the Initial Training. Elementary and secondary teachers assigned to teach sheltered content classes to ELL students will receive the additional 25 hours of the Advanced Training and must complete at least 15 hours of training in each school year to be on track to complete the Advanced Training by the end of SY2015-16.

Monitoring of Professional Development:

To ensure teachers complete the training required by the Agreement on time, the District will:

- Track teacher and administrator attendance at professional development sessions, and review staff evaluations of professional development.
- Adjust training, as necessary, based on the feedback provided in the evaluation of the professional development program.
- The ELL Department will conduct building observations of teacher and administrator implementation of the instructional strategies addressed in training to ensure their effective and appropriate transfer to the classrooms of ELLs.