



U.S. Department of Justice

Civil Rights Division

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



Introduction

Aiken County Public School District (the “District”) and the United States Department of Justice (“United States”) enter into this Settlement Agreement (“Agreement”) to resolve the United States’ investigation into complaints alleging that the District fails to provide its English Learner (“EL”) students with sufficient instruction and support to enable them to become proficient in English and participate equally in the District’s educational programs.

The United States conducted this investigation pursuant to its authority under the Equal Educational Opportunities Act of 1974, 20 U.S.C. §§ 1701 *et seq.* (“EEOA”), which requires that the District take “appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs.” 20 U.S.C. § 1703(f). The United States identified concerns through its investigation that the District (1) fails to provide sufficient English language instruction to hundreds of EL students, including EL students with disabilities; (2) lacks enough teachers certified in English for Speakers of Other Languages (“ESOL”) to staff its EL programs adequately; (3) denies EL students the ability to participate meaningfully in their core subjects by failing to train their teachers on instructional strategies for EL students; (4) fails to adequately train principals to evaluate teachers of EL students; (5) does not communicate effectively with Limited English Proficient parents; and (6) does not properly evaluate its EL programs for effectiveness.

The District and the United States share the goal of ensuring that the District’s EL students receive the instruction and support they need to become proficient in English and to participate equally in the District’s educational programs. The Parties undertake this Agreement as a means of alternative dispute resolution to avoid litigation and for judicial and governmental economy. The District agrees to implement the remedial measures enumerated in this Agreement but admits to no violations of the EEOA by entering into this Agreement. The Agreement will remain in effect for four full school years after the effective date, subject to Section 9 below.



Table of Contents

Introduction	2
Definitions of Agreement Terms	4
Section 1. General.....	6
Section 2. English Language Instruction & Access to the Core Curriculum	6
Section 3. Program Administration.....	9
Section 4. Staffing & Professional Development.....	12
Section 5. EL Students with Disabilities	15
Section 6. Parent Communications	16
Section 7. Program Monitoring & Evaluation	19
Section 8. Reporting.....	21
Section 9. Enforcement.....	21
SIGNATURES OF PARTIES TO THE AGREEMENT	24
APPENDIX A.....	25
APPENDIX B.....	26



Definitions of Agreement Terms

- A. **Active ELs** refers to EL students who receive ESOL services and have not yet met the District's exit requirements.
- B. **Core Content** refers to elementary and secondary math, science, social studies, and English/language arts (e.g., an English, reading, or writing class).
- C. **Days** means calendar days, except that if a deadline under this Agreement occurs on a weekend or holiday, the due date will be the next business day.
- D. **English Learners (ELs)** are students who require assistance to overcome language barriers that impede their equal participation in the District's instructional programs. The District also refers to EL students as Multilingual Learners or MLs.
- E. **English language proficiency (ELP)** refers to a student's ability to read, write, speak, and understand the English language as determined by their scores on a valid and reliable English language proficiency assessment of each of the four language domains of speaking, listening, reading, and writing.
- F. **English Language Development (ELD)** is direct, explicit instruction about the English language that provides a systematic and developmentally appropriate approach to teaching language. ELD instruction addresses the listening, speaking, reading, and writing standards in the World-Class Instructional Design and Assessment ("WIDA") English Language Development Standards adopted by the South Carolina Department of Education.
- G. **ESOL** refers to English for Speakers of Other Languages and is the name of the District's chosen program for ELs. The District refers to its teachers of English as a Second Language as "ESOL" teachers.
- H. **ESOL-certified teacher** refers to a teacher who has earned the add-on certification recognized by the South Carolina Department of Education for teachers of English for Speakers of Other Languages.
- I. **ESOL-endorsed teacher** refers to a teacher who has completed the coursework and practicum required to earn the add-on endorsement recognized by the South Carolina Department of Education for teachers of English for Speakers of Other Languages.
- J. **Essential Information** refers to report cards and other academic progress reports; information concerning academic options and planning; information concerning enrollment or registration; information concerning screening procedures requesting a student's language background, a parent's preferred language of communication, and the process for refusing all or only specific EL services; requests for parent permission for student participation in District/school-sponsored programs and activities; promotional materials and announcements distributed to students that contain information about school and District activities for which notice is needed to participate in such activities



(e.g., testing, co-curricular activities requiring an application, parent-teacher conferences, open houses); special education documents, including Individualized Education Programs, Behavior Intervention Plans, Functional Behavioral Assessments, and parental rights in special education; information about student discipline; parent handbooks; information related to public health and safety; and any other written information describing rights/responsibilities of parents or students and benefits/services available to parents and students.

- K. Former EL** refers to a student who was formerly an EL but subsequently met the criteria for exiting the ESOL Program, including demonstrating proficiency in English on a valid and reliable assessment of the student's ELP in each of the four language domains.
- L. Limited English Proficient (LEP)** refers to people who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English, and may therefore require assistance to communicate or access services.
- M. Long-term ELs** are students enrolled in the District's ESOL program for more than five years.
- N. Major Languages** refers to the District's most commonly spoken languages among EL students other than English, including Spanish and any other languages spoken by 50 or more parents in the District based on parental responses to questions on the home language survey or other registration materials each school year.
- O. Newcomers** refer to any students born outside the United States who have arrived in the United States within the past two years. These students could have limited, interrupted, or no formal education in their native countries.
- P. Qualified Interpreter or Qualified Translator** means a person who, whether a paid District employee, contractor, or volunteer (subject to the restrictions in Section 6.D, below): (a) meets the qualifications generally accepted in the field of oral interpretation or written translation; (b) has a demonstrated competence to fluently and accurately interpret or translate statements from English to the language in which the individual is communicating and back; (c) is trained in providing the interpretation or translation requested by the District; (d) is sufficiently knowledgeable in both languages of any specialized terminology needed to provide accurate interpretation or translation (e.g., special education terms); and (e) is trained in the ethics of interpretation or translation (e.g., the need for accuracy and confidentiality).
- Q. Sheltered Content Instruction** refers to a method for teaching ELs grade-level Core Content in English by integrating English language and literacy development into content area instruction. Sheltered Content Instruction systematically incorporates an array of teaching strategies that make Core Content classes more comprehensible and accessible to ELs while promoting their English language development. These strategies will include,



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

Section 1. General

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

Section 2. English Language Instruction & Access to the Core Curriculum

- A. The District agrees that English Language Development is a core academic subject for EL students. To educate EL students, the District will provide all EL students with English Language Development in addition to other core subjects, unless the student’s parent signs a voluntary and informed waiver, in a language the parent understands, opting out of EL services.
 - 1. Beginning with the 2025-26 school year, the District will provide at least the following minimum amount of ELD to all non-waiver ELs:
 - a. Each EL will receive at least 45 minutes of ELD daily.
 - b. EL students with an ELP of 1 or 2 will receive at least 90 minutes of ELD daily.
 - c. EL students with an ELP of 4 or higher may have their daily ELD period integrated into their English Language Arts class.
 - d. The District will make a good faith effort to meet these guidelines for the 2024-25 school year subject to staffing limitations, prioritizing daily ELD for EL students with an ELP of 1 or 2.
 - 2. The District may provide English Language Development in the following ways:
 - a. An ELD class taught by one of the following:
 - i. An ESOL-certified teacher,
 - ii. An ESOL-endorsed teacher who has completed the training required in Section 4.D.2., or



- e. Provide after-school programming that supports students' literacy development and social-emotional wellbeing.
 5. The District will develop a plan to meet the specific needs of long-term ELs and accelerate their progress toward English proficiency. The plan shall include, but not be limited to, the following requirements to:
 - a. Implement in Core Content classes high-level scaffolding to support ELs' academic language development and opportunities for rich use of oral language for academic purposes;
 - b. Employ a co-teaching or collaborative co-planning model where the ESOL teacher sets specific language objectives to accelerate literacy and language development across the content areas, including English Language Arts;
 - c. Redesign core classes or lesson plans to explicitly teach content-area vocabulary and promote disciplinary discourse; and
 - d. Provide opportunities that enable ELs to develop academic literacy in their home language.
 6. The District will no longer provide services to ELs through the consultative model, by which ESOL teachers monitor active EL students' grades and check in with their classroom teachers periodically instead of providing ELD, except that, for the 2024-25 school year only, the District may continue to provide services through the consultative model for students with an ELP of 4.2 or higher.
 7. Any EL student receiving consultative services will also receive at least 45 minutes of ELD per week.
- B. By the start of the 2024-25 school year, the District will begin training all instructional coaches on Sheltered Content Instruction.
 1. To ensure that EL students can meaningfully participate in their grade-level Core Content classes, the District will provide all ELs with Sheltered Content Instruction in all Core Content classes where instruction is primarily in English and Core Content teachers make lessons comprehensible to ELs using effective sheltering strategies that include but are not limited to:
 - a. The teacher providing comprehensible and differentiated instruction, including connecting to prior learning and experiences, background building, and providing non-verbal scaffolds;
 - b. The teacher fostering opportunities for students to use the language to communicate orally and in writing and to negotiate meaning through peer and teacher-student interactions;
 - c. The teacher setting clear language objectives and engaging in practices that provide linguistic scaffolding that support and extend students' language use; and



- d. The teacher employing strategies outlined in the definition of Sheltered Content Instruction above.
2. All Sheltered Content Instruction will be provided through one of the following options:
 - a. A teacher dually endorsed or certified in ESOL and the Core Content area;
 - b. An ESOL-certified teacher, or one “on track” to be certified, or an ESOL-endorsed teacher co-teaching with a content-certified teacher; or
 - c. A content-certified teacher who has completed or is “on track” to complete within one year the training outlined in Section 4.D.3.
3. To support ELs with the least amount of English proficiency, the District will prioritize the assignment of ELs with ELP 1-3 to Sheltered Content classes and then assign ELs with higher ELPs as more teachers complete the training set forth in this Agreement (e.g., Section 4.D.3.).
4. By the start of the 2025-26 school year, the District will ensure that one set of core content teachers for each grade level at every school is trained to provide Sheltered Content Instruction. The District will prioritize ELs receiving the least amount of ELD for placement in classes with teachers trained to provide Sheltered Content Instruction.
5. By the start of the 2026-27 school year, all core content teachers will be trained to provide Sheltered Content Instruction.

Section 3. Program Administration

- A. ESOL Director. Within 30 days of the Agreement’s Execution Date, the District will designate one administrator as a full-time ESOL Director to ensure the needs of ELs are included in District-level decision-making about curriculum, pedagogies, assessment, teacher evaluation, and family engagement. The duties of the ESOL Director include but are not limited to:
 1. Providing Districtwide leadership for EL instructional, curricular, and professional development initiatives and overseeing implementation of federal compliance procedures for intake, program placement, and reclassification of ELs;
 2. Working with District leadership to ensure that policies adequately support ELs at all levels, including support services such as special education and school psychological assessments;
 3. Ensuring the ESOL curriculum is aligned with the mainstream curriculum, integrating language and content learning;
 4. Serving as instructional leader for teachers of ELD, ensuring consistent implementation of effective second language teaching practices; and
 5. Coordinating ELD professional development, ensuring the needs of ELs with different profiles are explicitly included in training activities.



- B. ESOL Coaches.** To facilitate the provision of appropriate EL services, the District will develop an ESOL Coach position before the start of the 2025-26 school year. ESOL Coaches will ensure that EL students in their assigned schools receive appropriate ELD and Sheltered Content Instruction to gain English language proficiency within a reasonable period of time and have equitable access to the Core Content. ESOL Coaches will monitor EL students' progress and, when appropriate, advise the ELD teacher on modifying the amount or type of EL services the student receives; conduct English language proficiency assessments; observe and coach teachers on providing ELD and Sheltered Content Instruction; coordinate and participate in ELD and Sheltered Content Instruction-related professional development for teachers; and review and provide the District with recommendations to improve its implementation of the ELD curriculum.
- 1.** The District will assign ESOL coaches to specific schools and ensure that each ESOL coach can timely and appropriately meet the requirements of Section 3.B.
 - 2.** When appointing current employees or hiring new employees for the ESOL Coach position, the District will consider the following to be necessary qualifications:
 - a.** ESOL-certified;
 - b.** At least 3+ years of teaching experience;
 - c.** Demonstrated knowledge in the following areas: second language acquisition theory and multilingual development; the functions and sub-systems of language; legal guidelines, processes, and procedures for EL students; EL assessment practices and procedures, including bi/multi-lingual assessments and interpreting assessments; and the use of teacher evaluation frameworks, including modifying frameworks for educators of EL students; and
 - d.** Experience working within and across the WIDA framework for EL student learning, including ELD standards and assessments.
 - 3.** The District will provide the following supports to foster the ESOL coaches' professional development:
 - a.** Training on how to coach teachers; and
 - b.** Financial assistance to attend annually at least one conference focused on professional development for educators in ESOL/English as a Second Language, bilingual, or multilingual education.
 - 4.** At least once each semester, the ESOL coaches at their assigned school will conduct a classroom walkthrough of each Core Content teacher of an EL and provide individualized coaching on the teacher's use of Sheltered Content Instruction to make Core Content accessible to EL students in their classroom.



5. At least once each semester, the ESOL coaches at their assigned school will conduct a classroom walkthrough of each teacher who provides ELD to EL students and provide individualized coaching on the teacher's ELD instruction.
 6. ESOL coaches will use the classroom observation tool described in Section 4.E.1 to conduct all classroom walkthroughs.
 7. The District will make a good faith effort to fill ESOL coaching positions but will prioritize hiring ESOL teachers over coaches.
- C. ESOL Advisory Board. Within 120 days of the Agreement's Execution Date, the District will establish and maintain an ESOL Advisory Board with representation from community-based organizations, parents of EL students, and educators to gather information about the experiences of the District's ELs and their parents and advise the District on how to meet their needs. Membership on the Board must be voluntary and open to all parents of Active and Former EL students. Advisory Board duties include but are not limited to:
1. Gathering information and data, informally or formally through surveys or focus groups, from ELs and their parents about how they experience schooling, including gauging the extent to which they feel they belong and are supported academically;
 2. Analyzing EL student outcomes, such as test scores, graduation rates, drop-out rates, and post-graduation plans, to identify areas ripe for EL policy and program improvement;
 3. Annually reporting to the District the successes and challenges ELs face, and making data-informed recommendations on how the District can better support ELs; and
 4. Meeting regularly with District officials to participate in implementing Advisory Board recommendations and the planning and development of programs designed to improve educational opportunities for ELs.
- D. School-level Accountability. The District recognizes that a whole-school approach is needed for building capacity and teacher efficacy and for establishing shared priorities and expectations. To that end, the District will promote at each school a culture of shared responsibility and one that is explicitly, visibly, and purposefully inclusive of the EL population by having those schools:
1. Ensure that professional development for all faculty and staff, including professional learning communities, address the needs of ELs;
 2. Include in its school improvement plan ways to address unique challenges and goals related to the school's EL population; and
 3. Implement activities that bring EL parents in as partners and address their needs, such as creating welcome kits that send a clear message that they are welcomed and belong, demonstrating inclusiveness by hanging multilingual signage and posters that



reflect different cultures throughout school facilities, and inviting EL families to share their languages and cultures.

Section 4. Staffing & Professional Development

- A.** To facilitate the provision of appropriate EL services, the District will take the following steps regarding ESOL teacher staffing:
 - 1.** By the start of the 2024-25 school year, the District will employ a sufficient number of ESOL teachers to provide the ELD component of its ESOL Program consistent with this Agreement. Thereafter, the District will make necessary ESOL staffing adjustments based on changes to the numbers of ELs at its schools.³
 - 2.** By the start of the 2025-26 school year, the District will assign an ESOL teacher to no more than two schools, subject to staffing limitations, and will provide teachers who divide their time between schools with sufficient time for lesson planning, lunch, and travel.
 - 3.** The District will provide ESOL teachers sufficient time to perform their monitoring duties and to confer with other employees, including the students' Core Content teachers, concerning the academic progress of Active and Former ELs, and to update Individualized Language Acquisition Plans as necessary.
- B.** Teachers who deliver Core Content instruction are critical to the English language development of EL students and will facilitate such development through Sheltered Content Instruction. To that end, the District will take the following steps regarding staffing of Core Content teachers:
 - 1.** To secure enough teachers who can provide Sheltered Content Instruction, the District will require all Core Content teachers who are new to the District and not ESOL-certified or ESOL-endorsed to complete the training in Section 4.D.4. within one year of hiring;
 - 2.** Within 90 days of this Agreement, the District will provide written notice to all Core Content teachers regarding the sheltered content instruction training and identifying available options for obtaining an ESOL add-on certification.
- C.** The District will actively recruit ESOL-certified or ESOL-endorsed, sheltered content instruction-trained, and bilingual candidates for relevant teaching and administrative positions, including registration personnel, special education teachers, and long-term

³ The District aims at a minimum to meet the State-recommended EL student-to-ESOL teacher ratio of 60:1 (i.e., for every 60 ELs, the District intends to employ 1 ESOL teacher). The United States does not presently take any position on the sufficiency of this ratio but will monitor student and teacher schedules to assess the District's compliance with this Agreement and the EEOA.



substitutes. To that end, the District’s notices regarding vacancies will express a preference for candidates with ESOL, Sheltered Content, or other EL instructional training or foreign language fluency. District employees responsible for the recruitment and hiring of ESOL and special education personnel will meet annually to discuss ways to improve the recruitment, hiring, and assignment of applicants who are certified or endorsed in ESOL and special education.

- D.** The District will develop a mandatory annual professional development plan that will provide all teachers of EL students with adequate training to fulfill the instructional requirements of this Agreement. See Section 2. Within 90 days of the Agreement’s Execution date, the District will provide the United States with a plan for review and approval.
- 1.** General Requirements:
 - a.** The professional development plan will provide teachers with practical instructional strategies appropriate for the EL students they teach.
 - b.** All trainings will require accountability measures, such as end-of-module quizzes and classroom observations and feedback, designed to promote teacher engagement and implementation of EL instructional strategies in the classroom.
 - c.** All trainings will include sufficient opportunities for modeling, practicing, and receiving feedback on EL instructional strategies being taught.
 - d.** The District will train teachers on all new EL-related curricula and materials before implementing the curricula or materials and then on an ongoing basis.
 - e.** The District will continue to provide to all teachers its annual ESOL in-service and training on the WIDA standards and assessments that the District uses.
 - 2.** Professional Development Requirements for ESOL-endorsed teachers who provide ELD instruction: The District’s ELD professional development plan will refresh teachers on EL instructional strategies and train teachers on how to provide ELD instruction and, if the District chooses to offer integrated ELD, on how to integrate ELD into grade-level English/Language Arts instruction. To fulfill this goal, the professional development plan will prepare teachers to do the following:
 - a.** Understand and apply principles of effective ELD instruction (e.g., all ESOL teachers may read and discuss TESOL’s “6 Principles for Exemplary Teaching of English Learners”);
 - b.** Use EL students’ English language proficiency levels to draft appropriate language objectives across all four language domains;
 - c.** Select from an array of EL instructional strategies to implement language objectives;



- a. Instruction provides ELs with opportunities to engage in discipline-specific practices designed to build conceptual understanding and language competence;
 - b. Instruction leverages ELs' home language(s), cultural assets, and prior knowledge;
 - c. Instruction for ELs is rigorous, grade-level appropriate, standards-aligned and provides deliberate and appropriate scaffolds;
 - d. Instruction considers ELs' English proficiency level(s) and prior schooling experiences;
 - e. Instruction fosters ELs' autonomy by equipping them with the strategies necessary to comprehend and use language in various academic settings; and
 - f. Diagnostic tools and formative assessment practices are employed to measure students' content knowledge, academic language competence, and participation in disciplinary practices.
2. The District will provide all school administrators with annual training on their responsibilities under this Agreement. This training will address the conditions for effective second language learning in the classroom, how to identify and support effective ELD and sheltered teaching strategies in classroom instruction, and how to use the classroom observation tool described in Section 4.E.1 to provide constructive feedback to teachers during and/or after classroom walkthroughs. The District will provide its proposed administrator training to the United States for review and approval within 60 days of the Agreement's effective date. The United States will provide its feedback to the District within 30 days of receipt of the training.
 3. The District will require all administrators who evaluate teachers to use the District's classroom observation tool to assess the effectiveness of the instruction provided to EL students.

Section 5. EL Students with Disabilities

- A. All provisions of this Agreement apply equally to EL students with disabilities. No EL with a disability will be denied ESOL services solely due to the nature or severity of the student's disability; nor will that student be denied special education services due to their EL status.⁴ The District will notify parents of ELs with disabilities in writing in a language they understand that their child is entitled to both ESOL and special education services.

⁴ The District shall not deny ESOL services, unless, in rare cases, the student's IEP team determines and documents in a student's IEP that the student's disability is so severe that it would be unreasonable to expect that the student will ever be able to use or understand language. The student's parent(s) must be informed in writing and in person, using qualified interpreters and translators, in a language they understand.



- B.** The District will train its special education, Core Content, and ESOL teachers who work with EL students with disabilities on how to provide services to EL students with disabilities, particularly disabilities affecting language acquisition and written and oral language processing and expression. This training will include at least one annual joint planning meeting with special education, Core Content, and ESOL teachers at each school to discuss ESOL services and procedures. Each school will also maintain a list of staff members who have knowledge and experience regarding EL needs, services, and language and cultural backgrounds, and the intersection of EL and special education services. To the extent practicable, the District will ensure that at least one person from this list is present at all special education meetings pertaining to ELs.
- C.** The District will ensure that Individualized Education Program (IEP) teams consider the language needs of EL students with disabilities as such needs relate to their IEPs. All IEP and Section 504 team meetings involving eligibility determinations for special education services, determining or changing special education services, or re-evaluations for an EL student with a disability will include the participation of the teacher(s) who provide the student with ELD. For all other IEP and Section 504 team meetings, the District will ensure that schools at a minimum secure the input of the ELD teacher if the teacher cannot attend the meeting.

Section 6. Parent Communications

- A.** To identify LEP parents who need language assistance, the District will continue to ask parents to indicate on the Home Language Survey whether they need school- and district-level communications in a language other than English through interpreters and/or translations. This information will be made readily accessible to administrators and teachers through the student information system. The District will train its employees to review this information before scheduling meetings with and sending notices to parents and will explain how to obtain qualified interpreters and translations of essential information into the District's Major Languages.
- B.** The District will draft a statement in English and the District's Major Languages explaining that language assistance is available and how to request an interpreter or a translation. The District will include the statement, in all translated languages, in the following places:

 - 1.** In its registration packet;
 - 2.** On its online enrollment website, District's homepage, and all individual school websites; and
 - 3.** Prominently displayed in the front office of each of its schools, and in any other public location where parents enroll or register students in the District's schools.
- C.** The District agrees to give LEP parents access to school-related information provided to other parents as follows:



1. For written communications of Essential Information:
 - a. Qualified translators will accurately translate notices or documents containing Essential Information that are distributed at the District or school level into the District's Major Languages, and the District will timely distribute notices and documents to LEP parents speaking those languages.
 - b. For parents speaking languages other than the Major Languages, the District will use Qualified Translators or Qualified Interpreters to timely communicate the content of such notices or documents to these parents in a language they understand, either upon request or if the need for language assistance becomes apparent to the District.
 - c. For parents of ELs with disabilities who have conveyed on the Home Language Survey that they need school-based communications in a language other than English, the District will provide parents with a written copy of their EL student's draft IEP/504 Plan in a language the parent can understand at all IEP/504 Plan meetings. The District will also provide these parents with a written copy of the final version of their EL student's IEP/504 Plan in a language the parent can understand within 10 days of all IEP/504 Plan meetings.
 2. For oral communications of Essential Information: A Qualified Interpreter will provide oral communication of Essential Information in a language the parent understands without undue delay.
 3. The District will provide a Qualified Interpreter at all IEP/504 Plan meetings attended by a parent of an EL student with disabilities who has conveyed on the Home Language Survey that they need school-based communications in a language other than English.
 4. Upon Parent Request: The District will provide oral interpretation or accurate written translation of other school-related information by a Qualified Interpreter or Qualified Translator upon receiving a request for such information from an LEP parent.
- D.** All District or school-provided interpreters and translators will be Qualified Interpreters or Qualified Translators. Except in an emergency, the District will not use students, family, or friends of LEP parents, or Google Translate for interpretation of District- or school-generated documents or for any other translation or interpreter services. If there is an emergency and no Qualified Interpreter or Qualified Translator is available, the District will follow up with the LEP parent in a timely manner to communicate the information through a Qualified Interpreter or accurate translation produced by a Qualified Translator. If instructional staff are providing Qualified Interpreter or Qualified Translator services, the District will ensure that such duties do not interfere with the staff's instructional and monitoring duties to Active and Former EL students.



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

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

- F.** To help all schools communicate with LEP parents, the District will:
- 1.** Provide principals with a list of the names, languages, and contact information for all District employees, contractors, and others who are Qualified Translators and Qualified Interpreters. The principals will maintain the list in a central location within their schools and will ensure school staff are informed on how to access the list.
 - 2.** Include the policies and procedures regarding access to Qualified Translators and Qualified Interpreters in the District’s annual training for administrators and teachers.
 - 3.** Ensure school clerks, ESOL teachers, Core Content teachers and any other District employees responsible for communicating with LEP parents regarding EL students’ school selection, enrollment, EL services, and other Essential Information have direct access to and receive appropriate training about the use of the District’s Qualified Interpreter service.
 - 4.** Maintain an accurate and current inventory of translated District-level and school-specific documents, as well as instructions for requesting translations of additional documents. The District will continue to expand the inventory to include translations of all District-level and school-level Essential Information. The District will provide central office and school-based employees with electronic access to the inventory of translated documents.
- G.** At least once per year, the District will survey all LEP parents to evaluate whether their translation and interpretation needs are being met.⁵ The District will provide the United States with the draft survey instrument and a plan for distributing the survey at least 30 days before distributing the survey, and the United States will provide any feedback on the survey at least 15 days before the planned date to distribute the survey. The survey will be translated into the Major Languages and will be provided to LEP parents in their preferred

⁵ Questions about whether the District is meeting LEP parents’ communication needs may be incorporated into the annual survey on the effectiveness of the EL program required by Section 7.C.1.



language. The District will provide (1) the participation rate; (2) results; and (3) changes to be implemented in response to the survey to the United States in its annual report.

Section 7. Program Monitoring & Evaluation

- A.** The District will monitor the EL services and ELP progress of Active ELs and the academic performance of Active and Former ELs through its electronic student information system(s). To facilitate its monitoring of Active and Former ELs, the District will maintain the following information electronically in each student's permanent educational record: the home language survey; whether the parents need translations, an interpreter or both; the EL student's initial and annual English Language Proficiency assessment levels in all domains and related assessment information; and the ELD service(s) and accommodations. The District will retain electronically in each Active or Former EL student's permanent educational record the ESOL services the student previously received, including dates each service began.
- B.** The District will monitor all schools for compliance with this Agreement. The District will develop and implement school-level audit procedures to evaluate the quality and effectiveness of the EL program at each school and districtwide, based on students' EL services, students' English Language Proficiency levels and academic performance, teacher evaluations, and staffing and resources allocations. The school-level audit procedure will require an administrator to monitor that each student receives the appropriate amount and type of services and progresses academically.
- C.** The District will evaluate the effectiveness of its EL program districtwide to determine whether it is overcoming students' language barriers within a reasonable period and enabling students to participate meaningfully and equally in its educational programs.
 - 1.** To that end, the District agrees to annually assess the effectiveness of its EL program, using qualitative data from at least (a) a satisfaction survey of parents of ELs and LEP parents in a language they understand, with adequate outreach, interpretation, and translation supports for responses to be representative of the LEP parent community, including speakers of low-incidence languages and non-print literate parents; and (b) focus groups or surveys of teachers of EL students to assess the effectiveness of the District's ELD and Sheltered Content Instruction classes, their implementation, and ways to improve instruction of EL students. The District will provide the United States with the draft survey instrument(s) and a plan for distributing the survey at least 30 days in advance of distributing the survey, and the United States will provide any feedback on the survey at least 15 days before the planned date to distribute the survey.



Section 8. Reporting

- A.** In addition to any reporting requirements provided above, the District will provide to the United States annual compliance reports in electronic format. These reports, outlined in Appendices A and B, will be due by June 15 and November 15 of each year. If any required information is available in a document that the District already has prepared to comply with federal or state laws or regulations, the District may include the document in its reports and indicate the section of the report to which the document applies.
- B.** The District will notify the United States of all proposed substantive changes or additions to its EL program. If the United States objects, it will notify the District in writing within 60 days.

Section 9. Enforcement

- A.** Rather than conduct further investigation into the District and/or litigate the United States' findings, the United States and the District agree to resolve all allegations arising out of this investigation through this Agreement, into which the Parties have voluntarily entered. In consideration of this Agreement, the United States agrees to close its investigation without further enforcement action, except as provided in this Section. The United States and the District agree and acknowledge that this consideration is adequate and sufficient.
- B.** For the duration of this Agreement, the District will preserve and maintain all records and documents, including all electronically stored information, used to compile the above-referenced reports, and all other documents pertinent to its compliance with the Agreement, and will provide such information to the United States upon request.
- C.** The District or the United States may request reasonable extensions to any deadline required in the Agreement. Upon receiving a request, the Parties will work together in good faith to negotiate an extended deadline.
- D.** The District agrees to timely provide data and other information in accordance with the reporting requirements of this Agreement. The District understands that the United States, through its representatives and any consultant or expert it may retain, has the right, with reasonable notice, to conduct site visits (in-person or remotely), interview staff (in-person or remotely), observe trainings and workshops (in-person or remotely), and request such additional information or data as are necessary for the United States to monitor the District's compliance with this Agreement and the EEOA. The District will honor any such requests by making the requested information or data available to the United States for its review within 30 days. Consistent with Federal law and applicable rules of professional conduct, the United States may speak directly, without District counsel, with District employees who (a) are not administrators represented by District counsel, and (b) have



concerns or information to share with the United States regarding the District's obligations under the EEOA and this Agreement. The District will not retaliate against staff, parents, or students who participate in the United States' investigation, monitoring, and enforcement of this Agreement.

- E.** The Settlement Agreement will remain in effect until 90 days after the District submits its final annual report and longitudinal study on June 30, 2028. The United States will notify the District of any ongoing compliance-based objections within 90 days of receiving the final annual report.
- F.** The Parties may, upon mutual written agreement, amend or extend this Agreement to address changed circumstances and/or to improve the delivery of services to ELs. Any Party may submit in writing a proposal to begin negotiations and an explanation of the proposed changed circumstances. The Parties will negotiate in good faith for terms that address EL students' needs, in compliance with the EEOA, in a manner practicable for the District to implement.
- G.** 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 Parties agree first to negotiate in a good-faith effort to resolve the breach for 30 days or until an impasse is reached.
- H.** 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. The Parties will meet within 15 days of actual notice of any such decision to negotiate in good faith whether the Agreement should be revised or supplemented in response to the court's decision.
- I.** This Settlement Agreement is binding upon the Aiken County Public School District, and its administrators and any successor administrators in their official capacity; and the members of and any successor members of the Aiken County School Board in their official capacity. The District understands and acknowledges that this Agreement does not relieve the District from its other obligations under the EEOA or other Federal laws. The United States, consistent with its responsibility to enforce the EEOA, retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any future alleged violations of the EEOA by the District.
- J.** This Agreement resolves all pending complaints filed with the United States Department of Justice regarding the instant investigation of the administration of the ESOL program and translation and interpretation services for LEP parents. This Agreement does not resolve any claims individuals may have against the District related to the matters addressed by this Agreement.



U.S. Department of Justice

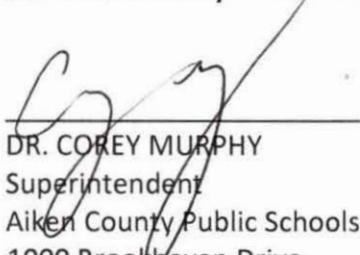
Civil Rights Division

- K. The following signatures indicate the consent of the Parties to the terms of this Agreement, which is effective upon its mutual execution. The District representative, by signing this document, gives assurances that the representative has the authority to bind the District, including successor members of the District's School Board and successor administrators, for the Agreement's duration. The effective date of this agreement is the date of the last signature below.



SIGNATURES OF PARTIES TO THE AGREEMENT

For Aiken County Public School District:




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Superintendent
Aiken County Public Schools
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For the United States:
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Date: September 30, 2024

Attorneys for the United States



APPENDIX A

Deadlines: November 15 and June 15

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

<p><i>A-1. Provisions of EL Services and Access to the Core Curriculum</i></p>	<p>A spreadsheet with the following information for each individual EL:</p> <ul style="list-style-type: none"> (a) Student ID Number; (b) School; (c) Grade Level; (d) Language Background; (e) English Language Proficiency Level; (f) EL Status (i.e., Directly Served, Monitored, Former EL, Waiver, Never EL, Exchange Student); (g) whether student is a newcomer or a student with limited, interrupted, or no formal education; (h) academic year student entered ESOL program; (i) IEP/504 (Y/N); (j) If Y IEP/504, indicate primary disability; (k) Gifted status (Y/N); (l) Exit date (if applicable); (m) Re-entry date into the ESOL program (if applicable); (n) Type of ELD instruction (e.g., ESOL class Pull-out or Push-in, English Language Development embedded in ELA); (o) amount of ELD instruction per day (or week, as appropriate); (p) name of ELD teacher(s); (q) Whether the ESOL teacher has the ESOL certification, endorsement or is “on track” to earn the certification; (r) For each Core Content class: name of the teacher and subject, whether the Core Content teacher is ESOL-certified or ESOL-endorsed, has completed the Sheltered Content Instruction training required by Section 4.D.3.
<p><i>A-2. EL students not receiving EL services in accordance with this Agreement</i></p>	<p>A spreadsheet with the number of Active ELs, by school, by English Language Proficiency level, and by disability status, who have not opted out and:</p> <ul style="list-style-type: none"> (a) Are not receiving any ELD; (b) Are not receiving ELD in accordance with the requirements of Section 2.A; (c) Are not receiving ELD on a daily basis; (d) Are not grouped for ELD in accordance with the requirements of Section 2.A.3 and (e) Are not receiving Sheltered Content Instruction in accordance with the Requirements of Section 2.B. <p>Separately, for each subpart (a)-(e), a narrative explanation for why non-waiver ELs are not receiving ELD or Sheltered Content Instruction in accordance with the requirements of this Agreement.</p>



APPENDIX B

Deadline: June 15

<i>B-1 ESOL Advisory Board</i>	<ol style="list-style-type: none"> 1. A list of the advisory board members for the prior school year, how they were selected, length of term, and affiliation (e.g., parent of EL, civic group representative).
	<ol style="list-style-type: none"> 2. A copy of the Advisory Board’s annual report to the District and any other reports or recommendations made by the Advisory Board during the prior school year.
	<ol style="list-style-type: none"> 3. A description of the District’s response to the Advisory Board reports and recommendations (i.e., whether the District plans to implement the recommendations, why or why not, and timeline for implementation, if applicable).
<i>B-2 Staffing and Professional Development</i>	<ol style="list-style-type: none"> 1. A report that includes the name of each ESOL teacher, their school assignment(s), hiring date, ESOL certification or endorsement status (i.e., has certification or is “on track” to earn it) and the anticipated date by which the teacher is expected to earn the certification (if applicable). The District will note any assignment changes, new hires, or departures since the prior report.
	<ol style="list-style-type: none"> 2. A report that includes for each school, the name of all teachers. For each teacher, include: subject; grade level; ESOL status (ESOL-certified, ESOL-endorsed, or on track to complete ESOL certification); required to complete training on Sheltered Content Instruction and ELD strategies (Y/N); completed such training (Y/N). The District will note any assignment changes, new hires, or departures since the prior report.
	<ol style="list-style-type: none"> 3. An updated list of all principals/administrators by school who have not completed the annual training in Section 4.E.2.
	<ol style="list-style-type: none"> 4. A list of all ESOL Coaches and their current school assignment(s).
	<ol style="list-style-type: none"> 5. The District’s professional development plans for the upcoming school year related to the implementation of this Agreement (e.g., training teachers to Sheltered Content Instruction and principals to evaluate teachers of ELs), including each training’s date, title, target audience, hours, mandatory/voluntary status, and facilitator.



<i>B-3 Access to Special Services</i>	<ol style="list-style-type: none">1. A description of the District’s efforts to comply with Section 5.B, including copies of materials used during teacher trainings and the date and agenda of each school’s joint planning meetings with special education, Core Content, and ESOL teachers.
<i>B-4 Communication with LEP Parents</i>	<ol style="list-style-type: none">1. A list of all translation and interpretation requests by school, language, date, and type (e.g., parent notice, IEP meeting interpreter); whether the request was fulfilled and the date; and if the request was denied, the basis for the denial.
	<ol style="list-style-type: none">2. The aggregated results of the District’s annual LEP parent survey conducted in accordance with Section 6.G, including the participation rate and changes to be implemented in response to parents’ comments.
<i>B-5 Monitoring & Program Evaluation</i>	<ol style="list-style-type: none">1. A description of the District’s effort to comply with Section 7.B, including all school- and District-level program evaluations.
	<ol style="list-style-type: none">2. The aggregated results (if a survey was conducted) or a description of the results (if focus groups were conducted) of the District’s annual evaluation of teachers’ experience with ELD instruction and Sheltered Content Instruction, conducted in accordance with Section 7.C.1.
	<ol style="list-style-type: none">3. A description of the District’s evaluation of its professional development plan, conducted in accordance with Section 7.D, including data considered in that evaluation, conclusions, and observations, whether and if so, what modifications to the professional development plan were considered, and the reasoning for any decision not to make those modifications.
	<ol style="list-style-type: none">4. The results of the District’s longitudinal cohort study described in Section 7.C.2 by June 30, 2028.