

UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

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|---|---|-----------------------------------|
| Ysaura Mezón, individually and as parent of | : | |
| O.M.; Lucia Mejia, individually and as parent of | : | |
| E.V.; Maria Pirir, individually and as parent of M.P.; | : | |
| Juan Cruz Estevez, individually and as | : | |
| parent of Y.T.; | : | |
| on behalf of themselves and all others similarly | : | |
| situated, | : | |
| | : | |
| Plaintiffs | : | |
| V. | : | C.A.No.24-cv-00161-JJM-LDA |
| | : | |
| Providence Public School Department; | : | |
| the Providence School Board; | : | |
| the Rhode Island Department of Education; | : | |
| and Angélica Infante-Green, | : | |
| Commissioner of Education; | : | |
| | : | |
| Defendants | : | |

SETTLEMENT AGREEMENT AND CONSENT ORDER

Now come all Plaintiffs and all Defendants, hereinafter referred to as the parties, and hereby agree to the entry of this Settlement Agreement and Consent Order as follows:

WHEREAS, this action was commenced against the Defendants pursuant to the Equal Educational Opportunity Act of 1974 (the “EEOA”), 20 U.S.C. §1703, to protect access to equal educational opportunity for multilingual learner students (“Multilingual Learners”) attending 360 High School in the 2023-2024 school year and their parents/guardians; and

WHEREAS, Plaintiffs have sought to proceed on behalf of a class of all similarly situated persons and have sought, among other things, interim injunctive relief for the class; and

WHEREAS, the Defendants have denied that they violated any of the Plaintiffs' rights under the EEOA, as well as any and all claims of wrongdoing asserted by Plaintiffs; and

WHEREAS, no finding of liability has been made; and

WHEREAS, the parties wish to avoid the expense and disruption of litigation and are prepared to settle their differences without admitting any fault or liability; and

WHEREAS, the Defendants are prepared to comply with the terms set forth hereinafter as to all persons described herein without the need to resolve the issue of class action status; and

WHEREAS, Plaintiffs are prepared to enter the agreement without resolving any issues of liability or the right to proceed as a class based upon the parties' agreement that the within Order shall be enforceable on behalf of the persons described herein notwithstanding the absence of class certification;

NOW, THEREFORE, IT IS HEREBY AGREED AND ORDERED:

- 1. Unified School:** William B. Cooley High School, which has been operating at the Juanita Sanchez Educational Complex on Thurbers Avenue in Providence, will operate in the 2024-2025 school year and thereafter together with the former 360 High School as a unified school within the Providence Public School District (the "PPSD") with a single school code for administrative and reporting purposes (and although existing plans provide that the unified school is to be known as the Juanita Sanchez Life Sciences Institute (the "JLSI"), it will be referred to hereinafter as the "Unified School").
- 2. School name:** At the outset of the 2024-2025 school year, the Principal of the Unified School will conduct a survey of all students and determine whether a majority of the students seek to change the name of their school from JLSI.

If a majority of the students do seek a name change, the student government representatives of William B. Cooley High School and the 360 High School during the 2023-2024 school year who are then attending the Unified School will be convened, agree upon a new name for the Unified School, and recommend to the PPSD Superintendent that he take whatever action is necessary to effectuate the requested name change. At the same time, the parties recognize that the name of the building in which the Unified School will be located will remain the same as the decision to change the name of a school building is within the exclusive jurisdiction of the Providence City Council.

3. **School program design:** The Unified School will operate consistent with the Redesign Plan for the William B. Cooley High School approved by the Council on Elementary and Secondary Education in July 2023 (the “Redesign Plan”). In addition to, and/or consistent with the design elements already articulated in the Redesign Plan, the Unified School will reflect the following programmatic and instructional elements:

- a. **Advisory Class:** Students in the Unified School will participate in a student advisory class for thirty minutes each meeting every other school day. The purposes of the advisory class will include, but not be limited to, team building, building a strong relationship between the student and their advisor and school counselor, developing the student’s personal learning plan, and making post-secondary plans for the student. The advisor will also serve as the primary point of contact for the student’s parents/guardians.

- b. Individual Learning Plans:** Each student will develop an annual Individual Learning Plan (an “ILP”) in consultation with their advisor and/or school counselor and will share and discuss that plan with their parents/guardians. ILPs will: (i) be developed pursuant to the *Rhode Island ILP Development and Toolkit* issued by the Rhode Island Department of Elementary and Secondary Education (“RIDE”); and (ii) present evidence of the student’s progress toward attainment of the new competencies for learners being developed for all schools throughout the PPSD pursuant to guidance from the New England Association of Schools and Colleges and the RIDE’s *College and Career Readiness Standards*.
 - c. Project Based Learning:** Project Based Learning consistent with the Buck Institute’s PBL Works platform will be implemented in the Unified School consistent with the Redesign Plan.
 - d. Mastery Based Learning:** Multiple opportunities to demonstrate mastery of the skills presented in coursework, including the ability to make up work and retake summative assessments to demonstrate mastery and gain course credit, will be provided at the Unified School.
- 4. Instructional Practices** for all students including Multilingual Learners:
- a. Instructional Model:** When appropriate at the Unified School, groups of students will read and discuss an informational text to enhance and extend their comprehension of the topic, and participate in student-led discussion groups that will engage in authentic conversations that

include a variety of comprehension approaches, such as determining main ideas, making comparisons and connections, using cause-and-effect relationships, summarizing, making predictions, drawing conclusions, making generalizations, questioning, visualizing or mental imagery, determining importance, synthesizing, and monitoring, and will include scaffolds responsive to the learning needs of Multilingual Learners, such as sentence starters and other techniques.

- b. Native Language Assessment:** All Multilingual Learners enrolled in the Unified School will have their native language assessed in order to inform the most effective approach to their learning.
- c. Course materials available in students' preferred language:** If available, all course materials at the Unified School will be provided to Multilingual Learners in their preferred language in order to reduce language barriers to their successful participation in all courses offered at the Unified School in which such students wish to enroll.
- d. Scaffolding and Team Teaching:** As contemplated by the August 9, 2018 Settlement Agreement with the United States Department of Justice, as extended on September 29, 2021 (collectively, the "DOJ Agreement"):
 - (i) students enrolled in the Unified School will benefit from teaching by content teachers with ESL certification or team teaching in which a content certified teacher and an ESL certified teacher work together if the content teacher lacks ESL certification; and
 - (ii) the instructional method of providing scaffolding support for Multilingual Learners will also be

employed and made available as part of the professional development provided to all faculty in the Unified School.

- e. **Ongoing embedded professional development:** Pursuant to the Redesign Plan, ongoing professional development will be made available in the Unified School and will include a focus on sheltered content instruction for all teachers.

- 5. **School Climate and Culture - Safety:** Pursuant to the Redesign Plan, the Unified School will establish a partnership with Nonviolent Schools RI, a non-profit organization with a commitment to institutionalize the Kingian approach to nonviolent conflict resolution and community building. School staff who have been trained through the partnership will provide orientation to students and families about the approach to nonviolent conflict resolution and community building.
- 6. **School Climate and Culture - Inclusion for Multilingual Learners:** The Unified School will continue practices that support the full inclusion of Multilingual Learners in all aspects of the life of the Unified School in full compliance with the DOJ Agreement and PPSD's Language and Translation Policy.
- 7. **School Climate and Culture - Parents as Full Partners:** To continue to support the parents/guardians of Multilingual Learners, the Unified School will conduct all parent/guardian meetings in the family's preferred language, and in all interaction with parents/guardians, the Unified School will in all respects be in

full compliance with the DOJ Agreement and PPSD's Language and Translation Policy.

- 8. Community Engagement in Transition Planning for the Unified School:** If in accord with applicable law and policy, the named Plaintiff students and parents will be invited to participate in the existing student and family engagement structures at the Unified School, including, but not limited to, the Community Advisory Board, School Improvement Team, and/or other groups at the School that meet regularly to provide input to the school leaders about the future direction of the School.
- 9. Staffing Continuity:** Any staff member employed by the 360 High School during the 2023-2024 school year who has not already committed to employment at the Unified School for the 2024-2025 school year, and who remains displaced, will be given an opportunity to apply for a position at the Unified School. This opportunity will be open for two weeks after the execution of the Settlement Agreement and Consent Order. Any staff member who was employed by the 360 High School during the 2023-2024 school year, but has not committed to employment in the PPSD for the 2024-2025 school year, will retain their seniority if they are offered and commit to a position at the Unified School pursuant to this Settlement Agreement and Consent Order.
- 10. Parties to Meet and Confer to Resolve Disputes:** If any party alleges a breach of this Settlement Agreement and Consent Order, the aggrieved party shall provide written notice to opposing counsel and afford the alleged breaching party opportunity to cure. Prior to seeking judicial intervention to address alleged non-

compliance, the parties shall meet and confer for the purpose of resolving the dispute.

11. Dismissal and Enforcement Pursuant to Federal Rules of Civil Procedure

41(a)(2): Upon the execution of this Settlement Agreement and Consent Order, Plaintiffs shall move the Court pursuant to Federal Rule of Civil Procedure 41(a)(2) to dismiss their claims against all Defendants with prejudice, provided that said dismissal shall be conditioned upon the parties' adherence to the terms and conditions of the this Settlement Agreement and Consent Order and their consent to the continuing jurisdiction of this Court to enforce its terms.

12. Plaintiffs' Standing for Enforcement: Defendants assent to the substitution as a named plaintiff of the representative of any Multilingual Learner who was enrolled at 360 High School during the 2023-2024 school year and is enrolled at the Unified School.

13. DOJ Review. The parties recognize that PPSD remains under DOJ review pursuant to the DOJ Agreement. Thus, the parties agree to submit a copy of this Settlement Agreement and Consent Order signed by the parties to the DOJ, and further agree that this Agreement does not supersede or conflict with the PPSD's obligations under the DOJ Agreement.

14. Joint Statement: Within two weeks after the execution of this Settlement Agreement and Consent Order, Plaintiffs and all Defendants will cooperate to draft a mutually acceptable joint statement regarding the parties' resolution of this litigation.

ENTERED as an Order of this Honorable Court this _____ day of _____, 2024.

ENTER:

PER ORDER:

PLAINTIFFS,
By their attorneys,

THE RHODE ISLAND DEPARTMENT
OF EDUCATION and its
COMMISSIONER,
By their attorneys,

/s/ Jennifer L. Wood
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Dated: July 8, 2024